

Tract No. 96

Annual Report

of

**The Western Reserve Historical
Society**

Incorporated 1867



**The Connecticut Land Company and
Accompanying Papers**

1916



Tract No. 96

THE WESTERN RESERVE HISTORICAL SOCIETY

Issued October, 1916
ROBERT RUSSELL RHODES
Pastor, Western Reserve Historical Society
Died February 28, 1916
Part I

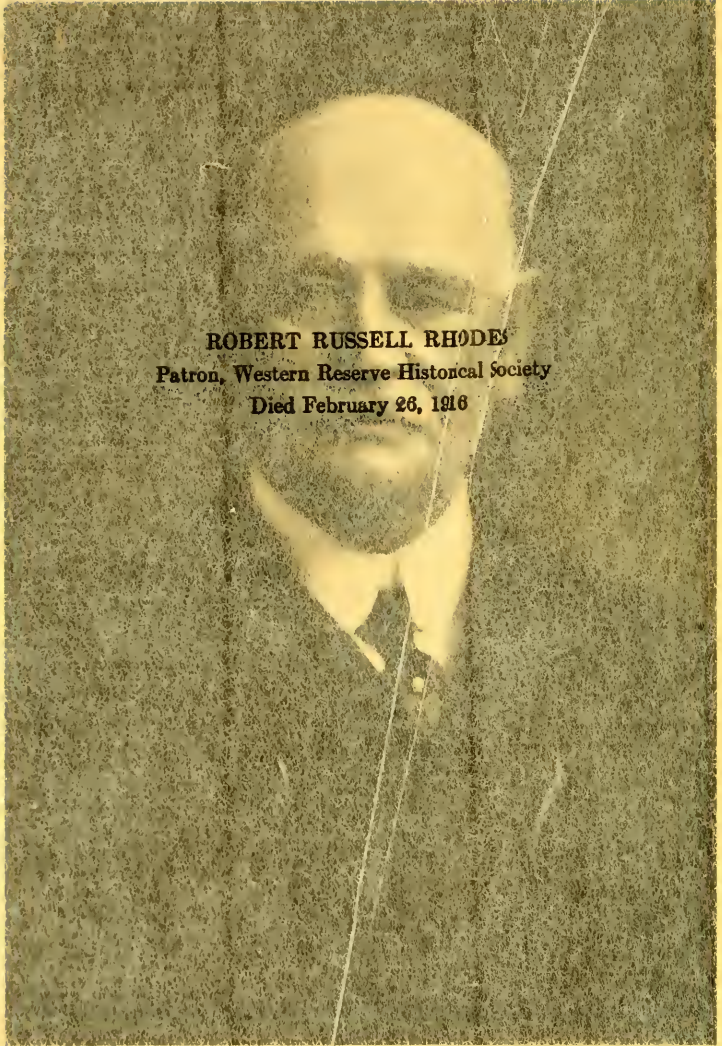
Articles of Incorporation
Officers—Membership

Annual Report for 1915-1916

Part II

The Connecticut Land Company
AND
Accompanying Papers

CLEVELAND, OHIO
1916



ROBERT RUSSELL RHODES

Patron, Western Reserve Historical Society

Died February 26, 1916

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STATE OF OHIO

These Articles of Incorporation of

THE WESTERN RESERVE HISTORICAL SOCIETY

Witnesseth, That we, the undersigned, all of whom are citizens of the State of Ohio, desiring to form a corporation not for profit, under the general corporation laws of said State, do hereby certify:

FIRST. The name of said corporation shall be The Western Reserve Historical Society.

SECOND. Said corporation shall be located and its principal business transacted at the City of Cleveland, in Cuyahoga County, Ohio.

THIRD. The purpose for which said corporation is formed is not profit, but is to discover, collect and preserve whatever relates to the history, biography, genealogy and antiquities of Ohio and the West; and of the people dwelling therein, including the physical history and condition of that State; to maintain a museum and library, and to extend knowledge upon the subjects mentioned, by literary meetings, by publication and by other proper means.

In Witness Whereof, We have hereunto set our hands, this seventh day of March, A. D., 1892.

Henry C. Ranney,
D. W. Manchester,
Amos Townsend,
William Bingham,

Charles C. Baldwin,
David C. Baldwin,
Percy W. Rice,
Jas. D. Cleveland,

A. T. Brewer.

The Western Reserve Historical Society

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LIBRARY STAFF

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Helen C. Mathews	Reference Assistant
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MEMBERSHIP

The Society consists of three classes of members.

- (1) Annual or Sustaining members have full privileges, use of library, all publications, annual fee is ten dollars.
- (2) Controlling members, who alone have the voting franchise, are life members, fee two hundred dollars (one payment), and Patrons, fee five hundred dollars.
- (3) Honorary and corresponding members are chosen by vote of the Trustees.

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WESTERN RESERVE HISTORICAL SOCIETY

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| *David Candee Baldwin | *Truman P. Handy |
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 James G. Gibbs
 Chas. F. Glasser
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*Deceased

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 *Eugene Grasselli
 *Miss L. T. Guilford
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 John C. Hale
 Leonard C. Hanna
 *Stephen V. Harkness
 *H. A. Harvey
 Fitch Haskell
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 *Rutherford B. Hayes
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 *Charles G. Hickox
 Frank F. Hickox
 Miss Laura Hickox
 *Ralph W. Hickox
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 *James M. Hoyt
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DIRECTOR'S REPORT

To the Trustees and Members of The Western Reserve Historical Society: It gives me pleasure to present the report of the work of the Society for the past year.

The work has been, from many standpoints, the most strenuous of any since the writer has been connected with the Society's work. During the first months of last year up to within a few weeks we have been in the midst of upheaval, due to the extensive changes made in the interior of the building, and the opening up of the large collection on the Civil War, which came to us as the gift of our President, Mr. Wm. P. Palmer.

On account of redecorating, the building was closed during the summer for some six to eight weeks. This gave us an opportunity to go ahead with the sorting and classifying of the collections on the third floor, as we were able there to concentrate the work of the entire library force. When the building was thrown open again to the public, the decorating and the rearrangement of the pictures made a wonderful improvement, and has called forth words of unstinted praise from all who have since visited us. The walls, which before were left more or less barren have been practically covered with early portraits and views, and other items of interest, that have been stored away for years in the various corners of the building from the attic to the cellar. Our space for display is so limited that much that we would like to accomplish, cannot be done under existing conditions.

The cataloguing department, which was always, of necessity, unsightly, has been moved from the second to the third floor, thus leaving extra space in the reading room for tables for the regular users of the library.

The items asked for in your Director's last report were most generously provided by different friends

whose names are enumerated as special contributors in the Treasurer's report.

At that time we asked for new catalogue cases; and four fire proof sections, of 72 drawers each, have been provided, which is considered ample to take care of the catalogue cards for a number of years.

Other additions made are as follows:

1. One dozen new arm chairs for the use of the readers, which are most welcome accessories to the library.

2. Metal hoods that have been placed over all the radiators in the building which will prove of great advantage in keeping our walls clean.

3. The windows have been fitted with metal window strips, adding much to the warmth of the building and will tend to keep out the increasing dirt and soot that is pervading the city.

4. New electric fixtures for the main museum which enables us for the first time to light up the building in a pleasing manner.

5. The first and mezzanine floors have been decorated the same as the third floor was last year.

6. A new typewriter and desk have been provided for the reference department.

Membership of the Society

In our list of Patrons, two have passed away during the year; Mrs. Mary H. Chisholm and Mr. R. R. Rhodes.

To the life members as published in our last report the names of W. K. Bixby, George H. Ely, Mrs. Alice Butterfield Jones, Mr. Otto Miller, Mrs. C. H. Smith, Mrs. Sophia Strong Taylor and Mrs. J. D. Williamson have been added.

Forty new names have been added to the annual membership.

Two of the annual membership have passed away; H. Clark Ford and Dr. B. L. Millikin.



*Necrology**Mrs. Mary H. Chisholm*

Our society lost, in the death of Mrs. Mary H. Chisholm, widow of the late William Chisholm, one of its active supporters, and Cleveland one of her most liberal philanthropists. Mrs. Chisholm passed on into eternity on Tuesday morning, May 25, 1915.

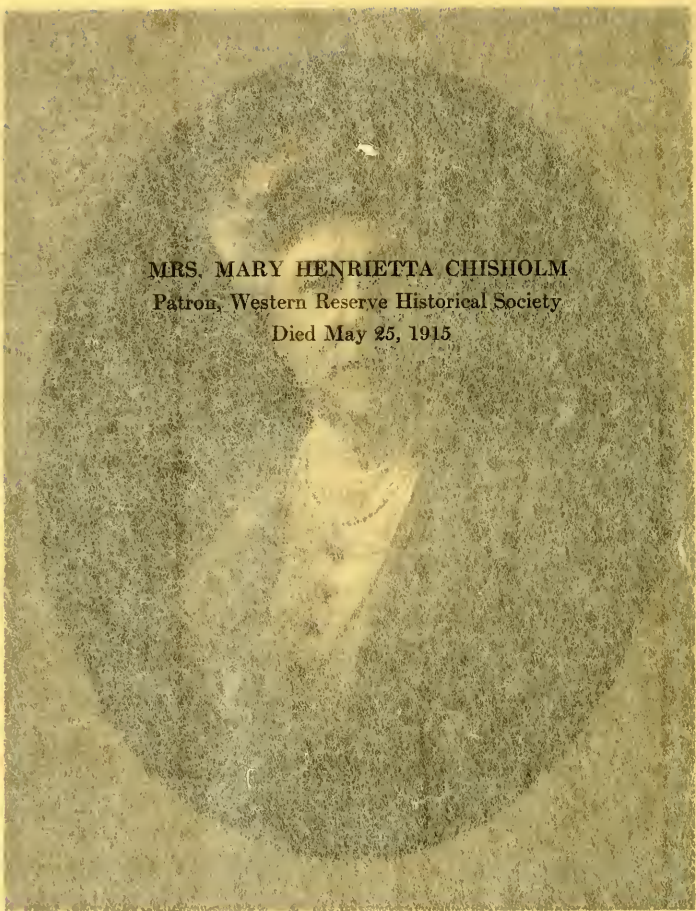
Mrs. Henrietta, daughter of A. A. Stone, of Chicago, was born in Auburn, Massachusetts, in the year 1841. Much of her girlhood was spent at Bellows Falls, Vermont. At an early period of young womanhood, her family, owing to new business interests of her father, moved to Chicago.

It was there that she met, and on September 22, 1863, married William Chisholm.

Mr. Chisholm, in 1863, at the age of twenty had gone to Chicago to become the secretary and general manager of the Union Rolling Mill Company. In 1879 Mr. Chisholm was induced to return to Cleveland to relieve his father, Mr. Henry Chisholm, of some of the heavier burdens of the Cleveland Rolling Mill Company. The son was made vice-president of the company, and thus it was that he and his family were called to Cleveland, which became their future home and permanent place of residence.

Mrs. Chisholm soon became interested in church and philanthropic affairs of her new home. All with whom she came in contact were drawn to her by her pleasing and gracious personality.

She was very active in her membership duties in the Second Presbyterian church, likewise in the interests of the Cleveland Protestant Orphan Asylum. The latter lost a friend, who at all times was most generous to its needs, besides giving much strength from a heart broad in big ideas, and deep with true sympathy.



MRS. MARY HENRIETTA CHISHOLM
Patron, Western Reserve Historical Society
Died May 25, 1915

Necrology

Mrs. Mary H. Chisholm

Our society lost, in the death of Mrs. Mary H. Chisholm, widow of the late William Chisholm, one of its active supporters, and Cleveland one of her most liberal philanthropists. Mrs. Chisholm passed on into eternal rest Tuesday morning, May 25, 1915.

Mary Henrietta, daughter of A. A. Stone, of Chicago, was born in Auburn, Massachusetts, in the year 1846. Much of her girlhood was spent at Bellows Falls, Vermont. At an early period of young womanhood, her family, owing to new business interests of her father, moved to Chicago.

It was there that she met, and on September 22, 1864, married William Chisholm.

Mr. Chisholm, in 1863, at the age of twenty had gone to Chicago to become the secretary and general manager of the Union Rolling Mill Company. In 1879 Mr. Chisholm was induced to return to Cleveland to relieve his father, Mr. Henry Chisholm, of some of the heavier burdens of the Cleveland Rolling Mill Company. The son was made vice-president of the company, and thus it was that he and his family were called to Cleveland, which became their future home and permanent place of residence.

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She was very active in her membership duties in the Second Presbyterian church, likewise in the interests of the Cleveland Protestant Orphan Asylum. The latter lost a friend, who at all times was most generous to its needs, besides giving much strength from a heart broad in big ideas, and deep with true sympathy.

Her philanthropies and interests were not confined to her local church but were freely extended to other churches and to the larger fields of activity in her own religious denomination.

Mrs. Chisholm was especially active in her interests regarding the Western Reserve Historical Society, giving freely of her means. Her generosity was likewise extended to the Lakeside hospital, the Young Women's Christian Association and other similar institutions for benevolence.

She has left behind her a son, Mr. A. S. Chisholm, and a daughter, Mrs. Francis Drake, of Rye Beach; also a host of loving friends who will continue to miss her. The works which she aided so extensively will ever remain the greatest monument and memorial of her noble-hearted, sympathetic and generous disposition.

Robert Russell Rhodes

Mr. Robert Russell Rhodes, who passed away on February 26, 1916, was a patron of the Western Reserve Historical Society, and an honored leading citizen of the city of Cleveland.

He was the son of Daniel P. Rhodes and Sophia Lord Russell, whose home was the center of the social life of the city in the days before the Civil War. To his ancestors, Josiah Barber and Richard Lord, in the early days of the Western Reserve, the Connecticut Land Company made a grant of land, a part of which covered the present West Side, and the interests of that portion of the city and the Rhodes family have always been identical.

He was but nineteen years old when he volunteered in the 150th regiment, Ohio infantry of one-hundred-days men for service in the war, and was made corporal of Company B. They started at once for

Washington, and were sent to garrison the chain of forts encircling that city. They remained there during their entire term of service, participating in the fight before Washington with a part of General Early's corps on July 10 and 11, 1864, and were mustered out in Cleveland on August 23, 1864.

His will is the most remarkable one ever placed on record in Cuyahoga County in the amount of bequests, coupled with the diversity of objects, all of which were local institutions.

He left no descendants, and after designating certain relatives and friends who were to receive life annuities, the large sum of \$1,675,000, about three-fourths of his estate, was divided by this broad-minded giver among twenty-eight beneficiaries: hospitals, homes for the aged and orphans, settlement houses and religious institutions, regardless of race or creed.

St. John's Episcopal church, of which Mr. Rhodes was a vestryman, received liberal bequests for its various activities.

The Citizens' Savings and Trust Company was named executor and trustee to establish perpetual trust funds, the net income of which was to be paid to the institutions named.

His business interests were divided—he was president of The United States Coal Company, and of The People's Savings and Trust Company; director of The National and Commercial Bank, The Great Lakes Towing Company, Cleveland Railway Company, Cleveland Storage Company, and others.

Trips

I have felt for a number of years that the trips made in the interest of the Society have yielded good results.

During the past year on account of the extra amount of work that had to be done in the building, it

seemed advisable to do very little in this direction. Last July a trip of about a week's duration was made East, stopping at Bethlehem and Nazareth, the headquarters of the Moravians. It was the first trip that I had made to this place, and I found that the Archives of the church at Bethlehem were full of most valuable manuscript material pertaining to this section of our State, there being a great number of rare documents which would be of the greatest value to historical students, if published.

At Nazareth a number of interesting books bearing on the early history of the Indians in Ohio were presented to the Society by Rev. S. J. Blum. From Nazareth I went to Philadelphia and other eastern points and was very fortunate in completing our files of the publications of several of the eastern historical societies, and in arranging for exchange with a number of libraries.

In Hartford arrangements were made with Mr. Godard, librarian of the State Library, to have photostat copies made of the manuscript records of the state of Connecticut bearing on western lands, especially the Reserve. These we hope to supplement later with others, so that the part of the literature bearing on this subject, which on account of being state records or manuscripts in other public institutions (thus being removed from the possibility of our ever owning) will be made available here in exact photographic reproduction. Already these records have been used to considerable extent.

Another trip to Columbus brought to us a goodly number of books, a file of the Ohio State Journal and later the map of the Military Lands to which your attention is called elsewhere.

In the fall the Kelley Island Lime and Transportation Company called our attention to the fact that in clearing the rock surface for quarrying, they had struck what seemed to be an Indian mound. The

superintendent stopped the work in that direction and communicated with the head office of the company here; they in turn invited us to have a representative present when they continued the work. In company with Dr. Todd, of our membership, who has been for years deeply interested in the study of archaeology, your Director spent two days on the island, where every possible courtesy to aid us in the work, was extended by the Company. We obtained from the mound some 25 skeletons, and they are being carefully prepared by Dr. Todd for our ethnological collection. It is hoped that in the near future we will be able to have a monograph from the pen of Dr. Todd on these and other specimens that are now in the possession of the Society.

Publications

The publication of the year consists of Tract No. 95, containing the Reports of the year and letters from the Samuel Huntington correspondence 1800-12. This was issued last September and sent as has been our custom to the membership and to the various societies and organizations with which we exchange. Our publications seem to be growing in favor with other institutions and we find that practically all are willing to exchange theirs for ours. The valuable material received by the society in these exchanges offsets to a large extent the amount invested.

On the first of March this year we issued Bulletin No. 1 and we are encouraged to think that it will be a good plan to issue these bulletins occasionally between our yearly reports. A number of different items are being considered by the publication committee of the Society as possible issues for the coming year.

Needs

1. The greatest and most pressing need and the one that will add probably as much to our usefulness as any, is that of the equipment of our manuscript room and vault with steel cases for the preservation of maps and manuscripts.

During my trip East last July a careful study was made of recent equipment that had been put in different libraries for such purposes and estimates based upon this information were obtained.

I have felt it would be unwise to attempt to classify or unpack our maps and manuscripts until such time when they could be carefully cared for. To handle these properly will be a long and tedious undertaking and will require extra help. Our maps should be mounted, and it may seem advisable for the time we are doing this to get some man, expert in this line, to do the work in the building. Also one additional assistant will be needed to further the cataloguing of this material.

2. If some one or more of our friends would provide us with a few upright display cases in which might be placed exhibits of our manuscripts, maps, portraits, broadsides, etc. it would add greatly to the instructive displays that could be made in the museum from time to time. With our large collections we could now have interesting educational displays on such occasions as the birthdays of Washington, Lincoln and McKinley and other noted men of both local and national reputation.

3. Attention is called under the work of the Reference department to the great benefit that has been received from the fund provided for binding last year. There is still a large quantity of books requiring binding. Over half of our newspapers, that are now being used almost daily by the readers, are unbound. Many of the rare books that were issued in pamphlet form should be bound for safety. There are a number of files of serials that we were unable to provide for

with the fund that came last year. If funds could be provided from year to year for this, the library would be greatly improved not only in appearance but its usefulness would be greatly extended.

With the addition of the new tables and the increasing number of users of the library, we could easily use another dozen chairs like the ones purchased last year. These are comfortable and best meet the needs of the library.

Museum

With the rearranging of the museum and a more careful display of the relics therein a larger number of visitors have been in attendance, this year's attendance nearly doubling that of last year even with the weeks that the building had to be closed.

During the year 28 different public and private school classes and organizations have visited the museum, only three of these having less than 20 in number. The largest group visiting the museum was at the time of the Convention of the Cleveland Bible Society, when 128 adults came in a body.

The average attendance per month, while we were open, was about 1600.

The museum has received its share of interesting additions during the year. Owing however to the fact that our space has become limited, we have not endeavored to seek for large additions to this particular phase of the work and the little that was done has been in well marked lines to which it seemed advisable to confine our efforts.

Early last summer, Mr. R. W. Williams of Elyria presented to the Society a most interesting collection embracing an Indian bark blanket and specimens of Indian pottery, drinking cups, etc.

Mr. W. C. Talmadge, a member of the Society, has sent in a most carefully selected collection of beaver cuttings with a number of valuable photographs illustrative of their habits and the conditions and sur-

roundings in which they live. This collection has been most thoroughly enjoyed by the different classes from the schools who have visited us. Mr. Talmadge has spent years in observing the manners and customs of the beaver, largely in the Adirondack mountains, and through this extended acquaintance has been able to make a collection that is both interesting and thoroughly instructive of the life and habits of this little animal, which formerly was a native of many of our states and is now becoming nearly extinct.

Col. O. J. Hodge's cabinet of museum specimens, which was willed to us, has been received, consisting largely of specimens obtained by Col. and Mrs. Hodge in their travels in Alaska and other parts of the world.

The antique lap desk or *escritoire*, pearl inlaid, owned and used by General Beauregard during the Civil War, with a letter authenticating the same, has come in as a gift from Mr. Palmer. A fine framed picture of the "General," the famous Civil War engine of the Western and Atlantic Railroad was received from the same source.

To our small collection of medallions has been added a most beautiful bronze plaque of one of our members, Mr. Ambrose Swasey, modeled by Victor D. Brenner in 1915. This is one of 100 copies struck at the United States Mint in Philadelphia. We feel very grateful to Mr. Swasey that we should be one of the very few institutions to receive this striking likeness of himself.

Some two or three medals of Lincoln have also been added to this collection, and the bronze medallion commemorating the fall of Fort Sumter, presented to Major Anderson as commander of the Fort by the citizens of New York State, as an appreciation for his bravery, has been presented by Mr. Palmer.

Several noteworthy additions to the Portrait Collection of the Society should be mentioned.

The oil portraits of Justin Ely, one of the original members of the Connecticut Land Company, also one

of his wife Ruth White-Ely, as well as one of their son, Heman, who founded Elyria in 1817, were received from the estate of Heman Ely the second, grandson of Justin Ely.

An oil portrait of Dr. W. S. Streator was received at the same time as the books from his library. A photograph of the Disciple Church at the corner of Euclid Avenue and 100th Street and a shield of the United States fractional currency came from the same source.

Mr. Wm. G. Dietz presented the Society with a large framed photograph of Wm. McKinley.

Mr. Thomas W. Burnham gave us a beautiful photograph of his father who was Mayor of Ohio City, (now known as the West Side) in 1849.

From the estate of Caroline L. Ransom, one of Cleveland's most noted artists, an oil portrait of General Jas. B. McPherson, painted in 1866, has been received. This was pronounced by those who knew General McPherson as being a perfect likeness and the best they had seen. We also received some time ago from the same source Miss Ransom's painting of B. F. Wade.

An oil painting of T. P. Handy painted by J. F. Hanks in 1828, an early Cleveland artist, which was discovered in an old antique shop, was purchased by one of our friends and given to the Society.

Mrs. C. H. Smith in addition to several group pictures of different Civil War organizations, has given a large framed portrait of General Grant.

From Mr. C. K. Bolton of the Boston Athenaeum, photographs of Wm. McKinley, Rev. Dr. J. E. Twitchell, Dan. P. Eells, Senator H. B. Payne and James R. Garfield as a young man, were received.

A large framed photograph of J. F. Rider came as a gift from F. R. Stoll.

Numismatic Collections

The work of arranging and classifying our collection of paper money, started early in the year, has been forwarded as we have been able. The collection is being divided and grouped according to the different periods in which the currency was issued. The Continental and Colonial Group has been carefully mounted and consists of a little over a hundred pieces. The local and state bank issues for the period up to the time of the Civil War, have been partially prepared for mounting, and covering this period we have about one thousand specimens. The Confederate issues, national, state, county and local, amounting to some 1400 or 1500 pieces, the larger part of which came to the Society in the Palmer collection, have been carefully mounted and classified. The United States fractional currency issued between 1862-1876, of which we have some 56 pieces, has also been made ready for mounting.

We have only a small representation of another group of currency, known as Emergency Currency, which was issued in the North during the War period, and lastly we have a small collection of foreign paper money not exceeding 50 pieces.

These collections are comparatively small. Yet we call attention to them at this time, with the hope that any of the Society's friends who have specimens of these early bank bills, will be interested in aiding us to increase our collections.

I might mention that a day or two after our Bulletin No. 1 was issued, one of the members of our Society, Mr. W. E. Cushing, sent in some 30 odd pieces of U.S. fractional currency and other issues of paper money, as a result of a notice published therein. A number of visitors who have dropped into the Library while we were working on these collections, have stated that they would bring in to us specimens which they have at home.

Here and there undoubtedly in many families of Cleveland, there is one or more of these early bills that have been kept as curiosities, and if they could be brought together, carefully mounted and arranged, would greatly add to the value and interest of our collections.

We have also during the year received a very valuable addition in this line from Mr. Eckstein Case, consisting of some 75 bank bills and a few coins.

No attempt has been made as yet to arrange or classify the coins of the Society which are in the safe deposit vault.

The Library

The work of the year, largely confined our efforts to the rearranging of the collections of the Society, and yet as we go through the list of donations, we find many notable gifts, of more than unusual value, have come in during the year, many through personal solicitation.

Just as we were closing our report for last year, we announced the gift of books from the estate of Dr. B. A. Hinsdale, and as they had not been unpacked at that time, we could not state the number of volumes in the collection. Soon after the new cases were installed on the third floor, these were unpacked and counted. The collection consisted of 553 books and 792 pamphlets, all of them being carefully selected from Dr. Hinsdale's library and bearing on historical matters. Some however were unavoidably duplicates. In addition to the books and pamphlets there was one box of manuscripts of Dr. Hinsdale's own writings, with other historical records, correspondence, etc.

Library Gifts

Possibly no one family outside of the City has shown a deeper interest in the success and increase of our collections than that of the Ely family of Elyria.

Mr. Heman Ely from the organization of the Society up to the time of his death was most interested in its work and as we look back over our accession books, many volumes are recorded as coming from him.

At the time of his death, his eldest son, Mr. Geo. H. Ely, sent to the library a large number of genealogies and town histories. During the last fall the family decided to give up the old home, which necessitated the breaking up of that part of the library which had been left. Owing to the interest shown by their father in our work, the family kindly invited us to make selection of any of the books that would be useful to us. This generous offer we were glad to accept, and an early visit was made to the old home-stead and we obtained a careful selection of some 300 volumes, together with some family portraits, which I have mentioned elsewhere in this report.

Mr. Heman Ely was a most careful student of history, also a prominent collector in numismatics. His collection of coins he disposed of some years before his death, but in his library was an extensive and valuable collection of books bearing on this subject. These have increased our reference books along this line to a considerable extent. The entire collection of books obtained was most interesting not simply for its intrinsic value, but for the pleasing manner in which it was presented to us, and from the fact that it had belonged to one who had taken so deep an interest in the furthering of our projects.

From Mr. Harold Streator, son of W. S. Streator, we received during the summer, a collection of 175 books and 44 pamphlets. These were selected from Mr. Streator's library, and they embraced books not only on historical subjects but a number bearing on the early railroads of the state. In addition to the books there were a number of items received which are mentioned in other sections of this report.

Mrs. E. R. Perkins, in October, 1915, presented to the Society from the library of her late husband, Edwin R. Perkins, (a life member of the Society) 91 volumes, consisting of, a complete set of the Minutes of the General Assembly of the Presbyterian Church from 1706-1914, the Minutes of the General Assembly New School Branch 1859-1869, a large number of the publications of the Egyptian Exploration Fund, and in April of this year a further collection of 138 volumes and 133 pamphlets. This is a much appreciated gift.

Mrs. Cora B. Malone last May presented us with 116 books and 7 pamphlets from the library of the late N. P. Bowler. In the collection were 15 volumes of Harper's Weekly, 14 volumes of early Cleveland Newspapers and 37 Masonic Directories of Cleveland, besides other valuable books.

Mr. Charles E. Slocum of Toledo, the author of a number of valuable historical works pertaining to Ohio, just before his death sent us copies of his "Ohio Country between 1783 and 1815," "The History of the Maumee River Basin," "Life and Services of Major General H. W. Slocum" and three other works, which complete our set of his writings.

Mrs. Charles H. Smith, who during the year has become one of the life members of our Society, has added to the valued gifts she has made in former years, by the donation of a large number of books and pamphlets pertaining to the Civil War, manuscript rosters, letters, the full set of Major Smith's commissions as sergeant, first and second lieutenant, captain and major in the war and a most interesting collection of pictures and photographs pertaining to Fuller's Brigade in which he held command as major.

Mr. James A. Rutherford very generously purchased for the Library a magnificent set of books—

"Canada and Its Provinces" by Adam Shortt, Dr Arthur G. Doughty and others, which has just been completed in 22 volumes.

Mr. James Parmalee sent a New Year's gift to the Society in the shape of a letter stating that he had ordered for us a set of books that is being issued by Mr. I. N. Phelps Stokes, under the title "The Iconography of Manhattan Island." The first volume has been received. No small fortune has been spent in collecting and preparing the material for this set, and probably it never will be excelled by any similar publication. It is one of those labors of love that only a real collector can or will make possible to the general public. Not only is Mr. Stokes to be congratulated on this wonderful production, but the Society equally as well, in having a friend like Mr. Parmalee to present this expensive set to us.

Mr. Ralph King has sent into the Library a complete set of the London Punch in 143 volumes. This rare and expensive set is a most valued addition to the Library.

To the other donors to the Society we feel deeply grateful for their thoughtfulness and generosity. We have received from the City of Providence: The Records of the Town of Providence, Rhode Island, issued in 20 volumes and now entirely out of print.

Mr. E. A. Collier:—The History of Old Kinderhook.

Mr. Wm. G. Dietz, nearly 300 political pamphlets, and the same donor also very kindly purchased for us, 4 rare Ohio pamphlets when they were called to his attention.

Mr. F. A. Emmerton, who has been a constant and interested user of the library, overhearing one day a call for the "Annals of Salem" by J. B. Felt, very kindly presented us with both the first and second editions of this work. The first edition is

exceedingly rare, and the second we had in part only. In addition to these, he gave to the library a collection of photographs of the "Class of 1855" of Harvard and their professors, many of which were autographed. This is a decidedly unique collection and probably would be impossible to duplicate.

Rev. W. C. Knowles:—A copy of "By-Gone Days in Ponsett-Haddam."

Miss T. T. Gay of Farmington, Conn.:—4 pamphlets written by her father Julius Gay.

Stephen D. Lee Chapter of the United Daughters of the Confederacy:—The Washington papers, volumes 2 and 3, covering the period from 1778 to 1784.

Mrs. A. B. McNairy:—E. P. Well's History of Newbury, Vt., 1704-1902.

Mr. C. B. Moore:—"Aboriginal Sites on the Tennessee River."

Col. John P. Nicholson:—A large collection of historical material and records bearing on the Military Order of the Loyal Legion of the United States, and many other valuable historical pamphlets.

Mr. T. O. Bailey, having heard of our interest in philately, very kindly offered us his collection of philatelic magazines, thus giving to us a collection that would be very hard to bring together at the present time, and we feel very appreciative of Mr. Bailey's kindness.

Miss S. L. Ball has sent in about 50 miscellaneous pamphlets.

Prof. E. J. Benton:—"The American Political Science Review," and "New York Daily Times."

Mr. W. E. Graham Bowdoin:—"The Works of Jas. Buchanan," in 12 volumes.

- Mr. S. Prentiss Baldwin for many years past has been sending in from time to time books and pamphlets. Among the books were a number of copies of the Baldwin Genealogy and Supplements, which have been put to good use in exchange for other books. This year we find we are indebted to him for 176 books and 150 pamphlets.
- Dr. Elroy M. Avery has increased his gifts to the library by a number of interesting books and pamphlets.
- Mr. Frank Pool:—The Manual of the first Presbyterian Church of Elyria, 1855, also “An Act to Incorporate and the ordinances of Elyria,” 1845.
- Mr. George Shepard:—A memorial to Mr. Alfred A. Pope.
- Mr. Wm. Thompson:—Lossing’s “History of the Civil War,” in 16 parts.
- Miss Annette P. Ward, former librarian, has kept up her interest in the work and sent us from time to time pamphlets that would fit into our collection. We are indebted to her for a number from the Panama Exposition.
- Mrs. A. A. Wilcox:—“Vital Statistics of Seymour, Conn.” and “Sketches and Records of Bethany, Conn.”

Special Gifts

Just as we commenced to write this report, the collection of books and relics left to us by the will of Col. O. J. Hodge, has been brought to the library, but we have not had time to sort this over and consequently cannot give a detailed report of the collection, therefore will have to leave this until our next report.

The Charles G. King Collection

Mr. Ralph King in addition to the generous support which he already has rendered by providing the new steel cases for the third floor, has also most liberally

added during the past year some 376 volumes to the collection of books on costume which has been placed in his brother's name. This list we hope to publish later. The Collection has been in constant use, and has proved of the greatest value to students in Cleveland and vicinity. I take pleasure in adding here a letter received from Miss Cobb of the Art School bearing upon this particular phase of our work.

11501 MAYFIELD RD.
CLEVELAND, OHIO.

My dear Mr. Cathcart:—

As our school work in costume design progresses and our school year approaching closing time I am very desirous to tell you of the fine assistance the Costume Library section of the Historical Society has been to the Costume Designing department of the School of Art and to express to you appreciation for the aid and kindness of the Society's staff.

The material and arrangement of it by the Society has been invaluable to the art students in their search for information regarding dress development and as a stimulation toward their own creative efforts.

The generous and courteous attitude of the Society's staff toward the students and their work made the Library experiences very pleasant as well as profitable.

As a teacher I am very grateful to have had the opportunity to present such excellent material for study purposes. It has been perhaps the one aspect of my work in Cleveland Schools which has been adequately provided with informative and suggestive material. I am of the opinion that the excellent arrangement of the books and the conveniences planned for their easy and pleasant use will assist in preventing what Mr. Arthur Dow of Columbia University recently termed "Museum Fag." This matter needs just the attention and care that has been given to it in the Costume section of the Library so as to prevent dissipation of time and energy in finding and using the Library material. I feel sure that the physical and mental sides of our students and of ourselves will always be bettered for each hour spent in the Society.

I think too, that the Art School Students have acquired the Museum habit, and that they will when professionally engaged in Costume designing or in related activities continue to use the Society as a profitable place in which to find knowledge and stimulation for their work.

We expect to study in the Museum more extensively next year and know without assurance from you that we shall find a favorable greeting and help.

Very truly,

Anna L. Cobb.

Mr. King has had an order placed for another steel table for the third floor, likewise has sent in a number of other books and papers of interest to the Society, also has had bound in durable leather the files of Peterson's and Godey's magazines, some 160 volumes, making these valuable American periodicals, which deal so largely with costumes from the early part of the last century, available to the users.

The Shaker Collection

Although no mention was made in the report of last year, of this collection, large additions to it have been made during the past two years. Many valuable manuscripts, photographs and other material have been added from time to time. The printed books that we have not in our collection are now so few that it is only rarely that one turns up that we need, yet a constant lookout is kept for these items and it is the intention of the one forming this collection to add any such as fast as found.

Special Funds and Collections

Some two years ago the suggestion was made in my report that it would greatly aid our work if special funds could be procured from year to year for certain specific objects. This suggestion already has met with some response.

Mr. J. H. Wade placed at our disposal a certain amount for the purchase of books bearing on New Jersey, which purchases were made and reported last year.

H. A. Sherwin Fund

Mr. H. A. Sherwin has very kindly sent a valued check as an aid in starting a collection of books on Mormonism. The members of our Society are probably all well aware that the Mormons formed their organization at Kirtland, just a few miles east of us, that a large part of their early history and life centered on the Reserve, and that many of their early recruits came

from this section. It is especially pleasing to have this fund by which we are enabled to make at least a valuable start towards a collection of books illustrative of the history of this particular sect; and it has seemed most appropriate that Mr. Sherwin, whose magnificent summer home at Willoughby occupies part of the land formerly belonging to Mormons and overlooks the old Mormon Temple, should elect to aid this specific collection.

To this collection has been added the following books:

- West, W. S., History of Mormons. Braceville. 1837.
 Belle, A. E., Boadicea—A Mormon wife.
 Cain, The Mormon Problem.
 The Book of Mormon, 2nd European ed. Liverpool. 1849.
 The Book of Mormon reprinted 3rd American ed. 1874.
 The Mormon wife. 1873.
 Burton, R. F., The City of the Saints. 1862.
 Pratt, P. D., Voice of Warning. 1893.
 Ferris, Mrs. B. G., Mormons at Home. 1856.
 Ferris, Benj. G., Utah and the Mormons. 1854.
 Female life among the Mormons. 1855.
 Gunnison, J. W., The Mormons. 1852.
 The Mormoniad. Boston. 1858.
 Cowdery, Oliver M., Letters of.
 Caswell, Henry, Prophet of the Nineteenth Century. London. 1843.
 Bennett, J. C., History of the Saints. 1842.
 Campbell, Alexander, Delusions, an Analysis of the Book of Mormon. 1832.
 Remy, Jules, Journey to Great Salt Lake City. 2 vols. 1861.
 Turner, J. B., Mormonism in all Ages. N. Y. (1842).

- Waite, Mrs. C. V., *The Mormon Prophet and his harem.* 1866.
- The Book of Mormon*, 3d American ed. carefully revised. N. Y. n. d.
- The Deseret News.* 9 Nos. 1858. Containing the life of Brigham Young.
- Address on the History of the Mormons.*
- An epistle to the first Presidency.* 1886.
- Bachelor, O., *Mormonism exposed.* 1838.
- Cannon, G. C., *Review of the Decision of the Supreme Court.* 1879.
- Haynes, John, *Book of Mormon Examined.* 1853.
- McChesney, James, *An Antidote to Mormonism.* 1838.
- Harris, Sarah L., *A Trip to Utah.* 1851.
- Kidder, D. P., *Mormonism and the Mormons.* N. Y. 1842.
- Fuller, Metta V., *Mormon Wives.* 1856.
- Linn, W. A., *Story of the Mormons.* 1902.
- Stenhouse, Mrs. T. B. H., *Tell it all.* Cincinnati. 1874.
- Mormonism unveiled.* London. 1855.
- Doctrines and Covenant of Latter Day Saints*, 2d ed. 1844.
- Elders' journal*, Nos. 1 & 2. Kirtland. 1837.
- Smith, Geo. A., *Mormonism, Its Rise etc.*
- Mormon Fanaticism exposed.* Boston. 1841.

The Otto Miller Fund

Mr. Otto Miller sent in a check requesting that it be expended towards enlarging our genealogical department. This fund we have been expending carefully in the direction of the most pressing needs. Although we have been fortunate in adding a large number of genealogies by gift to this department, yet there are a great many books that we can obtain only

by purchase, and the needs of the consultors of our Library are and probably always will be far in advance of what we can provide, thus gifts similar to the above are most welcome as they enable us to add from time to time, many items of special interest. The amount that has been expended so far has added to our collections the following:

- Brumbaugh, G. M.—Maryland Records, vol. 1.
 The Lake Family of Great Egg Harbor.....1915.
 Genealogy of Capt. Edward Johnson.....1914.
 Edmonds Hawes of Yarmouth.....1914.
 Simeon Church of Chester, Conn.....1914.
 Annals of the Leonard Family.....1911.
 Supplement to the Reed Genealogy
 Vanderlip Family.....1914.
 Marshall Family 2 vols.....1913.
 Langdon Family, from one generation to
 another.....(1906)
 Morrill Kindred in America.....1914.
 Jacob Benson and his descendants.....(1915)
 The Gogins Family in America.....1914
 Somerset County Historical Quarterly, Vols. 1,
 2, 3 and 4.
 Fourth Book of Records of the town of Southamp-
 ton.

In addition to the above which have been purchased Mr. Miller has given the Society:

- The Institution and proceedings of the Society
 of the Cincinnati from its organization June
 9, 1783, to July 4, 1811.
 Golden Reunion of Battery D, First Ohio Vol.
 Light Artillery, 1915.
 Ohio Gazetteer.

Frank F. Prentiss Fund

Mr. Prentiss who has been for years one of our staunchest and most loyal supporters, contributing

not only to the current yearly expenses, but also to the special needs of the Society, at the request of your Director has very generously contributed a sum which made possible the purchase of a collection of Ohio material amounting to some 60 or 70 volumes. One of our most pressing needs has been the lack of funds to purchase rare material on Ohio and the Northwest, in which our endeavors must of necessity be largely centered; and it has been with a sigh of regret that many of these items, which only appear in the market, perhaps once in a life time, have had to be passed and to see them drift into other libraries on account of lack of funds on our part. We could with profit spend several hundred dollars a year in books bearing directly on Ohio history, and I hope, as time goes on and the usefulness of our collections has been more extensively demonstrated, that we will be able to add greatly to the work in this direction.

William G. Mather Fund

Another special fund that was given during the year was that of the gift of Mr. Wm. G. Mather for binding, which enabled us to bind over 300 volumes of the publications of various historical societies and also our leading historical magazines which have been in unbound condition.

Samuel Mather Fund

Last year it was our pleasure to call attention to the generosity of Mr. Samuel Mather in making this library (one of the few in America) the possessor of the invaluable set of English Parish Registers, of 200 volumes, issued in London. Since then the issue of some 22 volumes including one volume of the projected index to the series, was called to Mr. Mather's attention, and he very kindly sent a further amount so that we have been able to make this set complete to date. When the index is completed it will make available the records of over five million marriages from the earliest parish records of England down to about 1850.

Genealogical Collections

As in former years, the genealogical collection has been used very extensively, and in addition to the items purchased by means of the Otto Miller fund, has been augmented by the following gifts:

Genealogies and Records

From

- Dr. Howard Fox:—Fox Family News Vol. 3 Nos. 1-6.
Tombstone Inscription in the old Presbyterian Burying Ground, Greenwich, N. J.
H. L. Andrews:—Andrews Genealogy.
A. D. Baldwin:—Memoir of Henry Perrin Baldwin.
Dr. S. O. Barwick:—History of the Barwick Family from 1652-1907.
Rev. Newton W. Bates:—The Bates Bulletin for Sept. 1915.
Mr. Charles Biddle:—Memoir of Sebastian Cabot.
Mr. Kirk Q. Bingham:—Major Abraham Kirkpatrick and His Descendants.
Mr. J. Sherman Brace:—The Brace Lineage.
Mr. W. C. C. Branning:—History of the Branning Family, in 3 parts.
Rev. S. C. Cary:—John Cary the Plymouth Pilgrim.
Mr. F. H. Chapman:—Horace Ward Bailey, 1852-1914.
F. O. Conant:—The Conant Genealogy.
R. C. Darby:—The Darby Genealogy.
Mr. A. H. Fowler:—Fowler Genealogy.
Mr. William Fox:—The Genealogy of the Fox Family.
Mr. Charles S. Frost:—Genealogical Record of the Frost Family, 1635-1906.
Mrs. Josephine C. Frost:—The Frost Genealogy with supplement.

- Mr. James J. Goodwin:—Goodwin and Morgan Ancestral Lines. 2 vols.
- Capt. R. H. Greene:—William Webb Ancestry and Descendants.
- Dr. W. W. Harrison:—Harrison, Waples and Allied Families. The Royal Ancestry of George Leib Harrison.
- Mr. Jas. W. Hill:—The Blin Genealogy.
- Rev. A. H. Hord:—The Hord Family of Virginia.
- Mr. George D. Johnson:—The Johnson Genealogy.
- Mr. W. W. Lesh:—Some of the Descendants of Balthaser and Susanna Phillipina Loesch.
- Mr. Joseph R. McNary:—The clan McNary in America.
- Mrs. Lilla P. Sampson, the author:—The Sampson Family.
- Rev. J. W. Shearer:—The Shearer-Akers Family.
- Mr. Charles E. Slocum:—A short history of the Slocum, Slocumb & Slocomb Family.
- Mr. Plowden Stevens:—Stephens-Stevens Genealogy.
- Mrs. M. E. Stone:—Ogden-Preston Genealogy.
- Mr. A. T. Strange:—Strange Family biographical and historical sketches.
Gresham Family biographical and historical sketches.
- Mr. Ralph King:—Connecticut Genealogies and and Family Histories.
- Mr. Clayton Keith:—History of the Watson family in America 1760-1914.
Sketch of the Lampson family in America 1740-1914.
- Mr. George H. Olmsted:—Genealogy of the Olmsted Family in America.
- Mr. W. L. Palmer:—Ancestors of Wm. Lincoln Palmer.
- Mr. W. T. Parker:—Gleanings from Colonial & American Records of Parker & Morse Families A. D. 1585-1915.

- Lyman M. Paine, the author—My Ancestors, a Memorial of John Paine and Mary Ann May.
- Mr. Henry P. Wright:—The Crawford Family at Oakham.
- Mr. W. H. Quinby:—The Genealogical History of the Quinby (Quimby) Family.

Newspapers

In this department of our work the greatest effort has been made to list and arrange many of the odd papers that have accumulated from the beginning of the Society. The great bulk of our regular files now have been listed. During the time that the library was closed on account of repairs, the entire force devoted their time to listing and putting away the large collection of Civil War papers that came with the Palmer collection. These covering as they do the papers of the North and South, are now cared for so that they are available, and we know just what we have. Of the newspapers issued in the Confederate States and elsewhere during the war period, there are in this collection between twenty to thirty thousand issues. It is getting more difficult every year to obtain the papers of this period and we are most fortunate in already having this large and valuable collection.

Late last fall the publishers of the Ohio State Journal offered to place with us, on permanent loan, subject to recall in case of fire destroying their sets in Columbus, a file of the Ohio State Journal. The file covers the period from 1825 down to 1906 and with the copies we had on hand of our own, makes the set practically complete from the beginning. Your Director spent two days in sorting out and shipping these volumes from Columbus. We were especially pleased to get this set, as it gives us the leading journal from the seat of government of this State. There are in Columbus two sets of this newspaper, but aside from these no other complete set except our own, as far as is known, exists.

The late Mrs. A. S. Johnson of New London, Ohio, mother of our Mr. H. H. Johnson, added to the collection of New London papers which was sent in the year before, a number of those needed to fill in gaps in the file, and quite a number of the Norwalk Reflector, also needed.

Mr. Frank M. Gregg presented us with files of the Indiana True Republican for 1862-1864 and 1866-1868. Also with files of the Indiana Radical for 1868-1872.

Through an exchange with the Library of Congress, we have received 44 volumes of the London Chronicle from 1757 down to 1800. This is a most valuable paper covering the Revolutionary period, in which our collections of newspapers and periodicals are very weak. We also received from the same source

The Semi Weekly Standard of North Carolina,
1860 and 1878;

The Connecticut Journal, 4 volumes, 1815 to 1819;

The Charleston Courier, South Carolina, 1805;

The New Hampshire Patriot, 1812 and 1814;

The New York Evening Post, 1801 to 1803.

We have endeavored to get as many papers bearing on certain periods of American history as possible, for our library contains the only extensive newspaper files available to this section.

During a trip to Columbus and Circleville last August we were very fortunate to have presented to us by the Trustees of the Circleville Public Library, files of the Olive Branch and Pickaway Herald, later known as the Circleville Herald, covering the years from 1826 to 1837 and consisting of 13 volumes in all.

In addition to these we received the bound volumes as issued of the Cleveland Plain Dealer, the Leader, the Press, the News, the Ohio Farmer and others. Also we are filing from day to day and week to week about 75 of the Western Reserve papers all of which

have been contributed to us through the generosity of the publishers. In this way we hope to keep up unbroken files from year to year of these local papers.

Maps

Under date of Dec. 17, 1915, Mr. S. P. Baldwin, writing for his mother and the estate of our late President, Judge C. C. Baldwin, formally presented to the Society the collection of maps and books which belonged to his father and which has been stored in our building since his death, over twenty years ago. This collection of maps is a most valuable one: they were valued by a New York dealer at over \$10,000, just before the time they were placed with us. Other libraries have been anxious to get this collection, and we are glad that the movement towards an endowment, with the results accomplished thus far, gave the necessary assurance to the family that the collection would be perfectly safeguarded, thus removing the only obstacles to our permanent possession of it.

Some years ago a partial list of these maps was published, and there has been a constant demand made on the Society for access to them, but although the maps are now the full property of the Society, it does not seem advisable to disturb them until steel cases for these and the manuscripts can be provided as it would only subject them, under the present conditions, to the danger of rough handling and injury. It is to be hoped that these cases may be provided during the coming year. When these maps are properly cared for it will be highly desirable to make an extended check-list of them and of the other maps in the Society's collection. The only condition made in this donation is that it shall be known as the "C. C. Baldwin Collection."

A beautiful copy of the Doolittle Map of the Western Reserve, 1798, which is the earliest printed, was purchased by the Society during the year.

Mr. Ralph King has presented to us a facsimile of the Fitch Map of the Northwest, 1785, which has been issued in a small limited edition. Of the original there are only a very few copies known. Harvard University has a copy, also there is a copy in the Historical Society of Pennsylvania. It has only been reproduced in one book, Winsor's "Westward Movement," where it is much reduced and only in outline.

Mr. P. H. Kaiser has presented to the Society the original map of four townships of Tuscarawas County.

We have also received the original manuscript map of Suffield. Probably the most valuable map that we have received this year is the original manuscript map made by Rufus Putnam (1798?) of the Military Lands of Ohio. These lands join on the east that section known as the Seven Ranges and extend from that westward to the Scioto River. This tract is bounded on the North by what is known as the Indian Boundary or Treaty Line and extends Southward to the Ohio and Scioto Land Company purchases. Only recently was our attention called to the fact that this map was in existence, and a special trip was made to a small town near Coshocton, where the map was fortunately obtained. It is now on display in the Society and has attracted a good deal of attention, as it covers the lands of the three Moravian villages, Gnadenhutten, Schoebrun and Salem.

In the collection of maps of the Ohio and Connecticut Land Companies, to which we called attention more completely in Bulletin No. 1, there were some 12 or 13 manuscript maps of towns on the Reserve.

The Society is increasing from year to year its ardent supporters and those who are deeply interested in its work. Among these, few are more interested than Mr. Elmer Wight and Mr. Virgil D. Allen, who have been constantly on the lookout for material for us and have done a great deal to make our wants known in circles with which we would hardly come in

contact. Mr. Wight called our attention to the fact that one of the early surveyors, William Herman Knapp, who had lived in Independence, had left a collection of maps and surveyors' notes, and very kindly took your Director out to the old home. In the loft, a box of early manuscripts, papers, etc., was found. These were given to the Society by the daughter, Mrs. Button, just before her death, a few weeks ago. The records, consisting of about 800 pieces, were gone over very carefully, and classified by Mr. Wight, and they are now in the Society's collection.

Manuscripts

Attention was called in the last Bulletin to the manuscripts of the "Ohio Land Company" and the "Connecticut Land Company" which had been obtained from the estate of Governor Trumbull of Connecticut, and also to the Diary of Consul W. Butterfield, which will be mentioned again in our printed report for the year.

Mr. Henry Holcomb of Painesville has presented us with the manuscript account of the Rescue of the Negro Slave John at the time of the "Oberlin-Wellington Rescue Case" which was written by the Rev. W. E. Lincoln, one of the participants of this celebrated case.

Rev. Jas. D. Williamson presented us with the "Journal of the Proceedings of the Commissioners appointed by Act of the Legislature of Ohio to obtain subscriptions to the capital stock of the Cleveland, Columbus and Cincinnati Railroad Company on behalf of the city of Cleveland." This is a most interesting manuscript concerning the beginnings of the Big Four Railroad, now a part of the New York Central System, and is in the handwriting of S. E. Williamson, Secretary of the Committee.

Mrs. E. S. Buffet has sent in three ledgers and day books of the old Humiston Cleveland Institute, formerly

located on the South Side, which was in existence from 1858 to 1868, also a record of the Phi Alpha Literary Society.

A letter press copy of a number of the documents written by Thomas Jefferson in 1791 pertaining to the Northwest Territory was purchased during the year.

Reference Department

In giving a résumé of the year's work in the Reference department, we find it difficult to adhere to generalities, as the attention given by the assistant in charge is individual in character—the particulars making a most interesting whole, too numerous, however, to cite herein.

The recent changes made upon the second floor of the "building" were most necessary in order to accommodate the increasing numbers of daily readers. In accomplishing this, one of the pleasing results has been the great improvement in the appearance of the reading room, another resultant, largely from the first, the increase of the readers making good and serious use of the opportunities offered.

There are now in use three tables (heretofore but one) on the second floor, and there are times, when there is little space left vacant at any of these tables. The two tables on the third floor, set aside for the users of the costume collection and other classes of books more conveniently consulted upon that floor, are also filled at times.

As the facilities of the library have increased, so have the activities grown, thus proving that our work is alive and important, not only to the immediate section of Cleveland in which it is situated, but to all residents.

There has been a noticeable increase of Western Reserve University students using the library in connection with their American history courses so ably and interestingly outlined by their professor, Mr. E. J.

Benton, who is the secretary of our society. They find much valuable material, having a restricted access to many rare manuscripts and other original sources.

A letter just at hand from Professor Benton, outlines better than we could the usefulness of the library in the work of his department at the university.

Dear Mr. Cathcart:—

Permit me to take the occasion of your annual review of the achievements of the Historical society to express to you my deep appreciation of the close relations which have existed between the Society and the Department of history of Western Reserve university. My students in American history have done a large part of their work and, I believe, the most valuable part in the Historical society library. They have found the collections of the various historical societies, the colonial and state records, the newspapers and manuscripts constantly useful. The Palmer collection has finally made available for students in Cleveland resources for research in the Civil war and slavery periods.

I have during the year had a graduate class of six or seven besides about fifty undergraduates doing a grade of practical work utterly impossible without the sources supplied by the Historical society. Some of the results of their investigations I hope to have ready for publication in the near future.

Other collections of the Society promise to be of special value to the students in the future, as, for example, the King collection for students of costume and the Shaker and Mormon collections for those of religious and intellectual history.

Such masses of source materials give the history work of the university a practical turn which puts new life into it. It is not too much to say that real university work in American history in Cleveland is dependent on the continuation of the work the Historical society is doing. Such collections serve the department of history of a university precisely as the research laboratory does the scientific departments.

I venture to add, besides this service *to us* our students should in the future be of reciprocal service to the Historical society. The relations that you are creating through your generosity will awaken in the college students an interest in the preservation of records of every kind and an appreciation of their real uses. Such an intelligent interest should prove contagious and insure the continuation through other generations and the great enlargement of the Historical society. The policy which you have adopted is, in my opinion, an insurance against decadence, and a community work of the highest usefulness.

Cordially,
Elbert J. Benton.

Not only have the students of the Western Reserve University used the resources of the library, but its usefulness and the knowledge of the valuable material which we have is better known in historical circles away than at home.

This winter we have had students from the larger universities and from Ohio colleges, who have come here for reference work. One from Johns Hopkins university finding it worth his while to spend a week or more as a daily visitor.

We have likewise done much work with the art students which has proven to be interesting and useful. Their use of the library has been solely with books on the history of costume in the King collection. Many times the students have come in such large numbers, that were it not for this wonderful collection, rich in its resources, we would have been at a loss to supply each and all with a study in the period and the special design needed to meet their requirements.

There is now plenty of room and table space reserved for the art room visitors upon the third floor of the Society's building, where they are able to work and study in comparative comfort; whereas a year ago few facilities could be offered for the use of this class of students.

The large amount thus far accomplished by the cataloguing department is highly appreciated by all and the readers will gradually realize that the catalogue is the first and all important tool for self aid.

The wealth of material in the William P. Palmer collection has already been called upon. Several of the students have needed material that was to be found only in this unique collection. One student made the remark that if what had been given to him was a "sample"—"It must be wonderful." Another said "that in no other library such a vast collection of historical pamphlets is to be found," as he had been able to consult here.

The eight earnest months of hard work put upon this collection is already yielding results. The collection now roughly classified but not catalogued, is in such shape to meet the needs of any reader asking for such material.

The check-listing of the newspapers within the past few years has greatly augmented the work done by the Reference department as the almost daily requests prove.

Mention of appreciation must be made of the William G. Mather binding fund. It is almost impossible to express what it has meant to the readers and to those in charge. So many visitors have remarked upon the improved appearance given to the shelves by the additions of neatly bound volumes, instead of dusty bundles that had to be untied and retied, a necessity when one desired to use many of the genealogical periodicals.

Beside the aforesaid activities of the Reference department, the greatest amount of time is given to those readers seeking military records and family history.

A great deal of assistance must be given, painstaking and thorough. We are obliged to help many times until the reader begins to understand the course to pursue. To the inexperienced, indexes, etc., are formidable and discouraging problems.

The work, as we have desired and hoped for, is growing heavier all the time; and requires more and more time to be given to the users of the library.

Almost no indexing is done of the valuable material contained in the periodicals received, or, indexing of portraits, views, etc. Much could be done by having extra help in the library. The reference assistant is now giving much of her time as assistant in the cataloguing department, as every effort is being made by the whole force to push this work along, as fast as it can be done in justice to the other work, that of necessity has to be looked after.

This winter and spring we have had two visits from student bodies. Several Normal School students requested our Director to talk to them upon the history of the Western Reserve. These short informal talks were given in the main reading room of the library, and the young ladies went off well pleased with the knowledge they had gained.

The other visit was from the Library School students from the University. We endeavored to show them our methods and treasures, our purposes and ideals. These students are gaining practical knowledge of various kinds of libraries, which knowledge gives them many viewpoints into the library field. Thus they combine the theory and practice of the year's study in the Library School.

The number of readers consulting the library for the time it has been open during the year is 1140.

It is quite impossible to give in figures the number of volumes used in the department, as many are used several times in the day by different readers. About ten or twelve volumes per capita are removed from the shelves for research work.

Even in a small way it has been gratifying to have been able to serve, and to share with others the delights of the treasures entrusted to our care.

Cataloguer's Report, May 1, 1916.

Owing to various causes, the progress in the final cataloguing of the volumes and pamphlets in the library has progressed very slowly. The number of assistants who have been employed for this part of the work has been reduced from the five or six of former years, to three only, including the cataloguer, the reference assistant, and an untrained assistant who collates, accessions, etc. As has been shown, the reference assistant is able to devote only part of her time to this, on account of the increasing demands of the steadily growing number of readers in the library.

The cataloguer's time has been so largely consumed in assorting the many collections received during the year, forwarding them through the various processes of preparation for the shelves, and disposing of them temporarily in such manner that they can be found conveniently, that she has been able to accomplish but a small proportion of the actual cataloguing and classifying to be done. However, with the exception of the Palmer Collection, for all new titles received during the year, temporary author entries have been made and filed in the catalogue, and in many cases, title and editor entries in addition.

Almost half the time during the year has been consumed by the whole staff in opening up, checking and assorting the large and most interesting Civil War and Slavery collection given to the library by Mr. Palmer. Duplicates have been most minutely compared, in order not to allow any variation in edition, or other individualizing characteristic to escape. The cataloguer's task was also to see that the books and pamphlets were put on the shelves according to a rough general classification, and in such order that individual titles could be found as easily as possible. The collecting and accessioning of this collection is going on steadily, and the temporary slips for the catalogue are being typed as fast as possible, although the collection is so large that the proportion of the work accomplished thus far seems small.

Following, we give the statistical account of the work of this department for the year, and the total amount to date.

Number of bound volumes accessioned during the year	3502
" newspaper volumes " "	256
" pamphlets " "	846
Number of volumes withdrawn during the year	66
" pamphlets " "	30

Last number in bound-volumes accession book	40308
Number of bound volumes withdrawn to date, as dupli- cates or as inappropriate for our collections	4150
Number of newspaper volumes reaccessioned in the newspapers accession book	1620
	<hr/>
Total number of withdrawals to be deducted	5770
Number of volumes accessioned in general bound-volumes accession book remaining to date	34538
Number of volumes accessioned in newspaper accession book .	2810
Total number of accessioned volumes in library	37348
Last number in pamphlets accession book	12427
Number of pamphlets withdrawn to date	433
Total number of accessioned pamphlets remaining	11994
Total number of accessioned volumes and pamphlets to date .	49342

As has been said, only a small proportion of the volumes and pamphlets in the Palmer Collection have yet been accessioned. The Shaker Collection is wholly unaccessioned, as well as a large number still of the bound newspaper volumes, and many volumes of Ohio state documents.

Unbound material it is seldom considered advisable to accession till bound. This class of material includes the historical periodicals still unbound, serials and annuals, speeches, sermons, Ohio college catalogues, the Brodie Collection of amateur journalism, the large almanacs collection, the unbound newspapers, all the unbound material among the Ohio state documents. When bound these will add a very large number to our accessions.

The number of duplicates for exchange listed during the year was 1487. The total number listed to date is 15,829. These comprise the withdrawn volumes and pamphlets mentioned above, and the duplicates which are always found among the various collections received by gift.

Practically all the accessioned pamphlets are fitted into Gaylord binders. This work is done with as much neatness and care as possible, as many pamphlets,

on account of their rarity, have as much, or more monetary value than large volumes. In order to leave the pamphlet itself intact without defacement, it is first sewn into a fly-leaf, before the flaps of the binder are pasted down. The binder itself is cut down to leave a margin of about 1-16 of an inch around the pamphlet, and typewritten title labels are pasted on the outside. Thus the pamphlet is as permanently preserved as any bound volume.

The following statistics show the amount of actual cataloguing accomplished during the year, and for the whole period since the reorganization of the library. It has also seemed of value to distinguish between the number of volumes and pamphlets for which cards can be obtained from the Library of Congress, and those for which cards are not obtainable.

	No. for the yr.	No. to date
New titles catalogued	1011	14464
Volumes catalogued (L. C. titles)	1407	10965
“ “ (not L. C. titles)	296	3537
Total volumes catalogued	1703	14502
Pamphlets catalogued (L. C. titles)	143	3273
“ “ (not L. C. titles)	86	3353
Total pamphlets catalogued	229	6626
“Sheep-bound” set government documents checked	0	3881
Manuscript volumes catalogued	0	7
Newspaper volumes catalogued	45	81
Total volumes, pamphlets, etc., catalogued . .	1977	25097
Cards prepared for catalogue (L. C. printed) .	2758	
“ “ (typewritten)	1534	
Total cards prepared for catalogue	4292	about 50,000
Depository cards delivered to Cleveland Public Library	810	12548
Temporary slips prepared and filed in cata- logue	6861	

It will readily be seen, by comparing the number of titles actually catalogued (1011), with the number of temporary author slips filed in the catalogue (about 8000, not including slips for added entries), how far the cataloguing force, with its present reduced number, is falling behind with the steady influx of new collections received by gift and purchase. Of course, it is not likely that another such gift as the Palmer collection would be received very soon, and another year the discrepancy will not be so great.

A permanent reference library such as this, requires a catalogue of much greater minuteness of detail, than does a popular public library, whose volumes are expected to wear out quickly, and varying editions and collation are of no interest, except that the latest and most usable edition is expected to have been obtained for the library. From the first, the catalogue for this library has been made with all the care that seemed necessary for its permanent usefulness.

There are many minor details of the work now being done by the cataloguer and the reference assistant, which might be accomplished fully as well by an untrained and less expensive assistant, leaving the more expert work to be done by those whom training and experience have better fitted to perform. At least one more assistant, whose whole time shall be given to this part of the work, is the most pressing need of the Cataloguing department.

In closing this report I wish to express my appreciation to the staff of the Society for their keen interest, unbounding zeal and esprit de corps which has enabled us to accomplish the work of the year in the most pleasant and successful manner.

To the Trustees and Members of the Society, for the active support that has been given to the work and to the endeavors that have been made to make this Society a live active agent in its particular field.

To Mr. Palmer our President, who has not only given freely of his time but a most constant, careful and willing supervision to all that has been done. And we trust that those of our Trustees and friends who have most graciously listened to our needs and have willingly contributed to the cause, will feel that the work accomplished merits not only their approval but a continuance of the same cordial support.

W. H. CATHCART,
Director.

THE WESTERN RESERVE HISTORICAL SOCIETY

Mr. W. H. Cathcart, Vice President & Director,
10700 Euclid Ave.,
Cleveland, Ohio.

Dear Sir:—

I enclose the report of The Audit Company of Cleveland on receipts and expenditures of the Western Reserve Historical Society for the year ending April 30, 1916.

Yours truly,

A. S. Chisholm, Treas.

Receipts

May 1, 1915—Cash on hand.....	\$ 2,842.52
Subscriptions—May 1, 1915 to April 30, 1916.....	9,305.00
Miscellaneous Receipts.....	127.13
Interest on Deposits to April 30, 1916.....	61.16
Special Contributions.....	6,079.71
Income from Endowment.....	530.57
Income from Allen Fund.....	701.26

\$19,647.35

Disbursements

May 1, 1915 to April 30, 1916.....	\$ 17,004.14
Subscriptions to Periodicals.....	\$ 43.61
Printing and Stationery.....	711.45
Salaries.....	6,313.99
General Expenses.....	619.09
Light and Heat.....	493.48
Addition to Collection.....	3,317.50
Traveling.....	125.00
Binding.....	125.00
Binding.....	60.03
Building Account.....	5,282.00
Furniture.....	38.00

.\$17,004.14

May 1, 1916—Balance on hand..... 2,643.21

Subscriptions

20 at \$250.00 each.....	\$ 5,000.00
8 at 150.00 each.....	1,200.00
5 at 100.00 each.....	500.00
9 at 50.00 each.....	450.00
5 at 25.00 each.....	125.00
203 at 10.00 each.....	2,030.00

\$9,305.00

Special Contributors during the year were Messrs.

A. A. Augustus	Samuel Mather
C. W. Bingham	Wm. G. Mather
A. S. Chisholm	D. Z. Norton
J. D. Cox	E. W. Oglebay
H. G. Dalton	Wm. P. Palmer
Wm. G. Dietz	Jacob B. Perkins
Mrs. Sarah W. Hitchcock	F. F. Prentiss
Ralph King	Jno. L. Severance
Price McKinney	H. A. Sherwin
	J. H. Wade

Endowment

Some effort has been made during the year towards raising a permanent endowment for the Society. The amount pledged thus far is \$70,074.04, part of which has been paid in. The following have paid or have made pledges toward this fund:

Matthew Andrews	Mrs. S. V. Harkness
Mrs. Caroline P. Baldwin	W. L. Harkness
Charles W. Bingham	H. H. Johnson
W. H. Canniff	Ralph King
Arthur H. Clark	Wm. McLauchlan
J. D. Cox	Samuel Mather
H. G. Dalton	Wm. G. Mather
J. H. Dempsey	D. Z. Norton
H. P. Eells	William P. Palmer
C. A. Grasselli	John L. Severance
Charles W. Harkness	J. H. Wade
Edward S. Harkness	Rollin C. White
Windsor T. White	

The above does not include the Dudley P. Allen Fund of approximately \$25,000, the income of which is paid to the Society by the Trustees of the fund.

A. S. CHISHOLM, Treasurer.

The Connecticut Land Company
and Accompanying Papers

Part II

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Editorial Note

History of the Connecticut Land Company by Claude L. Shepard

Accompanying Papers

1. The Charter of Connecticut.
2. Act of the General Assembly of Connecticut, ceding all western claims except the Western Reserve, May, 1786.
3. Acceptance of the Connecticut Cession by Congress, September, 1786.
4. Resolution of the General Assembly of Connecticut for the Sale of the Western Reserve, May, 1795.
5. Livingston's Agreement with Connecticut Land Company. The Excess Company, August 12, 1795.
6. The Excess Company's Indenture.
7. Report of the Connecticut Committee on the Sale of the Western Reserve, September, 1795.
8. Articles of Association of the Connecticut Land Company, September 5, 1795.
9. The Deed of Trust from the Connecticut Land Company to John Caldwell, John Morgan, and Jonathan Brace, Trustees for the Company.
10. The Agreement of the Connecticut Land Company with William Hull as Successor to the Excess Company: absorption of the rights of the Excess Company by the Connecticut Land Company.
11. The Mode of Partition of the Western Reserve Lands adopted by the Company, April, 1796.
12. Deeds and Certificates of Transfer.
13. The Agreement of certain members of the Connecticut Land Company, forming the Erie Company.
14. Extracts from the Records of the Connecticut Land Company.
15. Correspondence between the Directors of the Connecticut Land Company and its agents.
16. Contracts of Sale made by the Directors and by the Agents of the Connecticut Land Company.
17. The Agreement of the Erie Company with Simon Perkins, Agent.
18. The Quieting Act of the United States, 1800.
19. Act of Connecticut ceding the Jurisdiction of the Western Reserve.
20. The Proclamation of President Adams, 1800.

EDITORIAL NOTE

The Western Reserve Historical Society is devoted to the discovery, preservation, and exhibition of the sources of American History. It will possibly not be amiss at this time to emphasize that sources comprehend printed matter, manuscripts and relics of every kind. The society seeks whatever will give evidence of the activities and achievements of the American people. The annual reports of the Director show the steady and in some respects remarkable progress that is being made in the development of the library, the manuscript collection and the museum. The ambitious collectors of the sources for American History have in one respect a heavier burden than similar workers in other times and in other places. The development of the United States has taken place entirely within modern times. The quantity and variety of sources are enormous. The multitude of the materials imposes a heavy burden for housing, cataloguing and handling if they are to be properly preserved and readily accessible. These are facts the community should know.

The mass of materials which has been accumulated by the Western Reserve Historical Society and the proper care of which is its problem constitutes at the same time the gold mine of the historical student. In this respect the students of American History have an advantage over their fellow workers in other fields that the sources are seldom wanting as they are for Antiquity or for early European History. It is also an interesting phase of American History writing that the student has only to travel about in the United States to find communities in every stage of development. For example, there has never been a period since the founding of Jamestown in which colonization has not been going on somewhere in English speaking America. An interesting phase of colonization is at

the present time going forward under the Federal Reclamation Service in the Rocky Mountain region. But only in rare instances such as this and the British Government's colonization of Nova Scotia has colonization taken place under government direction. In most cases a trading company, a land proprietor, or a company of land speculators have been the promoters of colonization.

The paper and the accompanying documents which the society has chosen for publication require but a few words of general introduction. The Connecticut Land Company began the colonization of Northeastern Ohio in 1796 and continued its efforts for the settlement of the territory it had purchased until 1809. A subsidiary group of land owners, the Erie Company, was active in the same way until 1812. After the dissolution of the companies individual owners and their agents continued to promote the improvement. In this period the Connecticut purchasers of the Western Reserve had founded a community comparable in size with the results of the Virginia Company's efforts in Virginia between 1607 and 1624, but not comparable, of course, in cost or sacrifice of life.

Mr. Shepard has carefully traced the origin, the complex organization and mode of procedure of the Connecticut Land Company. He shows how rival speculators formed the Excess Company and obtained title to the excess over three million acres that it was supposed a survey would show in the purchase, and how before the survey had revealed the fact that the company had purchased considerably less than three million acres the Excess Company's rights had been absorbed by the Connecticut Land Company; how a subsidiary company, the Erie Company came to exist, and especially the methods used by the Connecticut Land Company to promote settlement. As a whole the study is an interesting chapter in colonization and in American land policy.

The accompanying documents reproduce the chief changes which occurred in the legal title to the lands of the Western Reserve and the more important sources for the organization and methods of the Connecticut Land Company. For some years there was doubt whether the company had acquired the rights of government as well as title to the lands or not. The doubt cast a shadow over the land title and delayed settlement. By 1800 a colony of 1300 or 1400 settlers had developed without any form of government. Several documents at the close show the steps in clearing up the rights of jurisdiction. Neither the state nor the land company attempted to organize government for the western colony. The day was evidently past for an American state or proprietors to attempt that sort of thing. The company anxious to have stable government on its territory petitioned first the state legislature of Connecticut and then the federal government to act. For more than three years the company voted and instructed and agitated for one or the other, the state or the nation, to assume the responsibility. Finally a Congressional committee, the chairman of which was John Marshall, recommended a mode of procedure. The Quieting Act, the chief feature of the plan, was passed by Congress April 28, 1800. This prepared the way. The state of Connecticut ceded its political rights in the territory to the United States. John Marshall who had become Secretary of State announced to Governor St. Clair the transfer and instructed him to erect the Western Reserve into a county of the Ohio territory. Governor St. Clair, who had repeatedly assumed that the Western Reserve was in reality a part of Ohio, promptly proclaimed the region a county which he named Trumbull and proceeded to organize local government.

In most cases the Western Reserve Historical Society possesses either the original documents or photostats. In a few cases certified transcripts have

been employed. There is no complete collection of the Records of the Connecticut Land Company, part of them are in Hartford and part in Cleveland. Of parts only transcripts exist. Notes which accompany the documents locate the originals where possible.

ELBERT J. BENTON, *Secretary.*

THE CONNECTICUT LAND COMPANY:
A STUDY IN THE BEGINNINGS
OF COLONIZATION OF THE
WESTERN RESERVE

By CLAUDE L. SHEPARD

FOREWORD

Much has been written of the Western Reserve and more of its metropolis, the city of Cleveland. The early history of Northeastern Ohio is common knowledge as far as its outstanding facts are concerned. Most people of the section in question know that there was a Connecticut Land Company and that it purchased the greater part of the Western Reserve from the State of Connecticut as a land speculation. Colonel Chas. Whittlesey in his *Early History of Cleveland* and B. A. Hinsdale in his *Old Northwest* have gone somewhat into detail as to the formation and operations of the Land Company. But it remained for someone to make a special study of the company through an examination of certain documentary evidence which has accumulated from widely scattered sources in the archives of The Western Reserve Historical Society.

My attention was called to this task while studying special phases of American history as a graduate student in Western Reserve University under the guidance of Professor Elbert J. Benton. Through the kindness of Director W. H. Cathcart of The Western Reserve Historical Society and his obliging assistants the manuscripts under their charge were placed at my disposal. The resulting study of the Connecticut Land Company was in large part made possible through the co-operation of Dr. Benton and Mr. Cathcart. I am also under obligation to such previous workers in the field of Western Reserve history as the above mentioned Whittlesey and Hinsdale.

I am not saying that the last word has been said upon the history of the Connecticut Land Company, but I have made careful use of the available documents which have gradually and naturally been centered in the Library of The Western Reserve Historical Society. Let me call attention to the fact that the following

divisions of the study have previously received little consideration: the Excess Company, the Erie Company, certain phases of the Connecticut Land Company's embarrassments, and especially the Connecticut Company's land policy. It is my hope that I have contributed something to the better understanding of the early history of Northeastern Ohio.

CLAUDE L. SHEPARD.

THE WESTERN RESERVE

Those interested in the tracing of genealogies are often impressed with the fact that there are so many inhabitants of Northeastern Ohio whose forebears came from New England and especially from the State of Connecticut. Northeastern Ohio is still often called "The Western Reserve" and the so called Western Reserve was originally the property of the state of Connecticut.

That strip of territory, on an average of fifty-two miles in width, extending westward along Lake Erie for a distance of one hundred and twenty miles, and comprising the present counties of Ashtabula, Trumbull, Lake, Geauga, Portage, Cuyahoga, Medina, Lorain, Huron, Erie, the greater part of Summit, and the northern parts of Mahoning and Ashland, happened to belong to Connecticut because of the imperfect ideas of the English statesmen of the mid-seventeenth century with regard to the New World. The original charter of Connecticut extended her limits "to the South Sea on the West Part¹." After the Duke of York received his grant, Connecticut still claimed that her territory ran on from where his ended. Accordingly she settled the Wyoming Valley; but the United States awarded that to Pennsylvania when trouble developed between the states concerned and appeal was made to the central government². Connecticut then continued to claim the region extending from the western boundary of Pennsylvania to the Mississippi River.

Massachusetts, Virginia, North and South Carolina and Georgia also claimed land between the Alleghanies and the Mississippi in accordance with their old Colonial charters, which gave them indefinite westward extension. Virginia's claim overlapping those of both Massachusetts and Connecticut, was strengthened by the fact that during the Revolution George

NOTE:—Figures refer to Bibliographical Notes, list of which follows this article.

Rogers Clark had conquered the vast territory north of the Ohio under commission from the governor of Virginia. New York also maintained a claim to part of the same disputed territory on the ground of cession from the Iroquois Indians, who had asserted jurisdiction over it, and who had placed themselves under the protection of New York. Such states as Maryland, New Jersey and Pennsylvania whose western boundaries were fixed by their charters, were at a disadvantage after the Revolution in that they had no western lands with which to reward their veteran soldiers. Maryland, before accepting the Articles of Confederation, argued that the states with western land claims had an unfair opportunity for development and expansion and insisted that they promise to surrender their claims for the benefit of the nation. New York gave up her claim in 1781. Virginia followed, more reluctantly in 1784. Massachusetts, Connecticut and the Carolinas would not be outdone by their sister states. Georgia however, maintained her claims as far west as the Mississippi until 1802.

In ceding their claims both Virginia and Connecticut reserved certain lands for the use of their own citizens. Virginia retained a tract in the southern portion of the present state of Ohio as bounty lands for her Revolutionary veterans, Connecticut, making her cession to the United States government in 1786, retained the territory bounded on the North by the international line, on the East by the western boundary of Pennsylvania, on the South by the forty-first parallel of north latitude and on the West by a line parallel with the eastern boundary and distant from it one hundred and twenty miles. This territory soon came to be called "The Connecticut Western Reserve" or simply "The Western Reserve."³

Connecticut Sale of the Land

In the same year that Connecticut made her cession to the central government her legislators began

to concern themselves with the disposal of the reserved lands. An act was passed in October, 1786, authorizing the survey and sale of the lands lying East of the Cuyahoga River. But the sale of the salt lands on the Mahoning to Gen. Samuel H. Parsons was the only transaction in accordance with this legislation⁴.

In 1792 the General Assembly granted a tract of 500,000 acres, extending across the western end of the reservation, as a compensation for the losses inflicted by the British Army in the Revolution on the towns along the Sound, from Greenwich to Groton. The tract thus given was afterwards called "The Firelands" or "The Sufferers' Lands⁵."

In 1793 a committee made up of one person from each Connecticut county was appointed to sell the remaining lands; and then came a warm discussion as to what should be done with the proceeds of the sale—a discussion not confined to the state legislature. The land remained unsold. In May, 1795, an act was finally passed placing the sale in the hands of a committee of eight persons, one from each county of the state, who were to sell the lands for not less than \$1,000,000. The proceeds of the sale were to form a permanent fund for the use of schools, making possible the Connecticut School Fund. On October 14, 1795, the committee authorized by the act reported to the Assembly that it had effected a sale, without survey or measurement, of the whole tract west of the Pennsylvania line as far as the Fireland for \$1,200,000.

The bargain had been concluded on September 2 with 35 purchasers. Each purchaser had received a deed granting to himself and to his heirs forever, on behalf of the state of Connecticut, all right, title and interest "juridical and territorial," in and to a certain number of twelve hundred thousandths of the lands described, to be held by the purchaser as tenant in common of the whole tract or territory with the other purchasers, and not in severalty. The number of individual shares that each purchaser received was the

same as the number of dollars that he had agreed to pay toward the purchase money. A "purchaser" was in some instances a group of persons; fifty-eight names are affixed to the Articles of Association which were later drawn up. The sale was made on credit, the purchasers giving their bonds for the amount of the several contracts. The bonds were made payable in five years with interest after the second year⁶. The heaviest purchaser was Oliver Phelps, who individually subscribed \$168,185 and invested more in partnerships. Henry Champion's purchase amounted to \$85,675; Pierpont Edwards, a son of Jonathan Edwards negotiated for \$60,000 worth of landed property; and Moses Cleaveland took his place among the purchasers to the extent of \$32,600⁷.

The Formation and Organization of the Connecticut Land Company

On Sept. 5, 1795, the purchasers adopted articles of association, constituting themselves the Connecticut Land Company. The Company was never incorporated, but organization was necessary for the proper conducting of business. All the members of the partnership joined in a deed of trust, covering the entire purchase, to John Caldwell, Jonathan Brace and John Morgan. With few exceptions, the deeds of the trustees are the source of title to lands on the Reserve.

The Articles of Association⁸, fourteen in number, provided for the appointment of a board of seven directors with extensive powers, including those of extinguishing Indian land claims, surveying the territory into townships of 16,000 acres each, selling lands and providing for first settlements; authorized transferable certificates of stock; and determined the manner of proceeding at meetings of the company. For the purpose of voting and assessments, the company was divided into 400 shares, \$3,000 purchase money representing a share. The meetings of the Company were to be held at Hartford; few of the members of the

Company chose to leave their eastern homes to look, personally, after their western interests. As has been often pointed out, "New Connecticut" was to be governed from Hartford much as New England had been by the "Council of Plymouth" in England.

Oliver Phelps, Henry Champion, Moses Cleaveland, Samuel W. Johnson, Ephraim Kirby, Samuel Mather, Jr., and Roger Newberry were the members of the Company forming the first board of directors. Moses Cleaveland, one of the directors, was made General Agent and with the selection of Augustus Porter as chief surveyor the activity of the company really had its beginning.

The Mode of Partition of the Lands

At a meeting of the Connecticut Land Company held in April 1796 an elaborate mode of making partition of the purchase was determined upon⁹. The Partition was to be in the hands of a committee of three or more "Judicious Persons." Six townships, east of the Cuyahoga, had been set aside by the Articles of Association, to be subdivided for sale for the general benefit of the company. Four more of the next best quality were now to be divided into 100 lots each. This provided for 400 one hundred and sixty acre lots. The remaining lands, free from Indian claims, were to be estimated in townships. Some townships not being equal in value to others, several townships were to be set aside to be used to equalize townships of less value to the best. In case land could not be surveyed, the townships containing such land were to be augmented by land from the townships set aside for equalization purposes.

A meeting of the proprietors or members of the company was to be called, at which time the lots of the four subdivided townships and the land of the other equalized townships were to be drawn, the clerk of the company drawing against the names of the proprietors arranged in alphabetical order. Proprietors who

because of their small interests in the company would draw parts of lots or townships were to join with others in drawing and afterwards partition among themselves their drawings. If such small proprietors should not agree to join, all the proprietors were to select three persons to determine what proprietors should draw together. Again, if such small proprietors should not be able to agree on an actual partition of their drawings, a committee was to settle the matter for them. When the land should be thus partitioned, each proprietor would be entitled to a conveyance of his part of the land and the records of the partitioning were to be kept by the clerk of the company. This general method of procedure was followed whenever there was a draft of land, although it applied in particular to the first draft. \$12,903.23 of purchase money represented a township in the first draft; \$13,333.33 in the draft of 1802; and \$26,087 in that of 1807. The mode of partition was unquestionably cumbrous. It would not have been at all strange had serious difficulties arisen out of the drawings for land, but the available records are silent as to such difficulties.

Surveys and First Settlement of Western Reserve

In the spring of 1796 the directors of the company sent out the first surveyors. There were about fifty in the party, including a commissary, a physician and several persons who went as settlers. Moses Cleveland, the general agent of the company was in charge. The other directors had empowered him, as superintendent of the expedition, to enter into friendly negotiations with the Indians and satisfy their just claims in order to establish peace, quiet and safety to the survey and settlement of the lands. In short, Cleveland, having as his guide The Article of Association, was to exercise his best skill and judgment in managing the affairs of the Connecticut Land Company in such a way as would tend to the best interest, prosperity and success of all concerned¹⁰.

At Buffalo Creek Cleaveland agreed to give the Indians 500 pounds in money and goods, two beef cattle and one hundred gallons of whiskey for the Iroquois claim to the lands east of the Cuyahoga River¹¹. The date of the treaty was June 23, 1796. On July 4, the party celebrated the twentieth anniversary of American Independence while stopping at the mouth of Conneaut Creek.

Port Independence, so christened by the surveying party on the occasion of their Fourth of July celebration, was but a short distance beyond the Pennsylvania line. The surveyors began their work July 7th by finding the northern corner of Pennsylvania and proceeding south on the west line of that state, a line which had been run ten years before.¹² Careful measurements were taken as they went so that the forty-first parallel of north latitude might be the more accurately ascertained. That parallel became the base line of the survey. The townships were to be five miles square. From the base line they were numbered northward to Lake Erie. Westward they were numbered as "ranges." Thus Cleaveland before it had a name as a township, was designated as No. 7, in the twelfth range, being twelve townships west of the Pennsylvania line, and seven townships north of the forty-first parallel of latitude.

The surveys begun at this time went on for several years before completion. While at Port Independence Cleaveland wrote back to the other directors of the beginning of the survey and of the applications for townships and tracts of land which he was beginning to receive.¹³ Settlement of the Reserve was soon under way. On July 22, 1796, Cleaveland landed at the mouth of the Cuyahoga river and the city which bears his name had its beginning. Conneaut, Youngstown, Mentor, Warren, Burton, Mantua, Harpersfield, Newburg, Euclid and Poland are among the first settlements. With these beginnings the population continued to multiply with slowly increasing acceleration.

The Erie Company

Prior to the first allotment of land, twelve members of the Connecticut Land Company, deeming it advantageous to draw their shares in the partition in one common stock, united their interests and formed the "Erie Company," with Moses Cleaveland, Daniel Lathrop Coit and Joseph Perkins as agents and trustees.¹⁴ In their written agreement¹⁵ it was stated that they thought by drawing together the tendency would be to equalize their respective shares, and that it would be best to dispose of part of what would fall to them in the division before a final division of what would belong to them individually should be effected, and that such sale could be better managed by suitable agents than by the individuals of the association. The agents and trustees were to draw the entire quantity of land which should fall to the several members of the company in the partition and to retain it in their hands to be disposed of and managed for the best interests of all concerned.

In April, 1798, the agents and trustees appointed Simon Perkins to explore and survey the land of the Erie Company, and in the name of the Company to make sales at not less than one dollar per acre. Purchasers were to make actual settlements in a given time.¹⁶ Daniel Coit, writing to Perkins in May, 1800, said that the Erie Company would probably make a division of their lands the following winter. A division appears to have been made in 1801, as shown by a deed to Samuel Huntington, but the Company did not go out of existence at that time. In March, 1808, Daniel Coit, as treasurer, paid Samuel Huntington a dividend, the eighth of $3\frac{1}{2}$ per cent. In fact the Erie Company continued to exist after the dissolution of the Connecticut Land Company in 1809.

Jonathan Brace and Enoch Perkins writing to Simon Perkins from Hartford, Nov. 21, 1811, recommended a final division of the Erie Company's lands.¹⁷ Some of the members of the company desired this because of advanced age and the consequent anxiety

to settle up their estates. A partition of the company's property in Connecticut and Massachusetts had already been made. The plan of partition was submitted in the letter. Perkins was to make all necessary arrangements. On March 31, 1812 he wrote from Warren to Brace and Perkins that he had completed the arrangements for the division. The letter was delayed a week and then he was unable to send the division of the debts, which he promised to forward the next week.¹⁸ On June 16, 1812, he acknowledged the receipt of a deed of partition from Enoch Perkins. The final division of the Erie Company's property in Ohio seems to have been made late in the Spring of 1812.¹⁹

This company within a company probably continued to exist as long as it did because its members profited by the more systematic management of their interests through its organization. When, after the first division of land the various members of the Connecticut Land Company began to seek purchasers for their holdings and then land purchased from them was again placed on the market, there was need for the exertion of the shrewdest business methods if profit was to accrue to the investors.

The Excess Company

When the Connecticut Land Company made its purchase it was supposed that the surveys would show that there was much more than 3,000,000 acres in the tract. But the speculators were doomed to disappointment in this matter as well as in others. A large part of their supposed purchase which was based upon the Heckewelder map, lay beneath the waters of Lake Erie. A comparison of the Heckewelder map with a modern one discloses the fact that the southern shore of Lake Erie for the Western Reserve extends not east and west but north-east and south-west. It was at last found that the Connecticut Company had actually bought less than 3,000,000 acres.

John Livingston and a group of associates were negotiating for the purchase of the Reserve from Connecticut when the land company began to take form. On Aug. 12, 1795, Livingston made an agreement with Oliver Phelps, William Hart, Samuel Mather, Jr., Ebenezer Huntington, Moses Cleaveland and others to withdraw all proposals to the Committee of Sale and not to renew any proposals for the purchase. Livingston and his associates were to have the excess over 3,000,000 acres, the Connecticut Company doing the purchasing of the whole tract. After the whole number of acres was ascertained, Livingston was to pay for the excess in proportion to the whole purchase price.²⁰

On April 7, 1796, Livingston sold to William Hull, for \$50,000, all the right, title and interest he had or held, for himself and his associates to the excess of land in the Connecticut Reserve.²¹ He was luckily free with money in his pocket and Hull had become the scape-goat. However, Hull was not to lose his \$50,000 at least not at one fell swoop. He was later taken into the Connecticut Land Company with the understanding that he was to have his share of the proceeds of sales of the Reserve lands and the original proprietors of the land of the company were to have their shares of the excess.²²

The Land Policy of the Company

The Connecticut Land Company purchased its large portion of the Western Reserve from the state of Connecticut in 1795 as a money making venture. The return to the members of the Company was to come almost entirely from the sale of land to settlers. The Northwest territory was then being penetrated by the hardy pioneers who were pushing through the barrier of the Alleghany mountains in ever increasing numbers. The men forming the Company thought they saw the opportunity to amass fortunes through being on the ground when the vanguard of Western emigration

reached the Connecticut Western Reserve with its dormant possibilities of development.

It was natural then that steps should at once be taken to secure an immediate income from the investment in this great tract of land, the purchasers being urged on by the necessity of meeting their obligations to the state of Connecticut. The Articles of Association, aside from providing for the extinguishment at the expense of the company of the Indian title to any of the land and the survey and the laying out of the whole tract into 16,000 acre townships, gave the directors power to fix upon a township in which the first settlement should be made, to survey that township into small lots, to sell and dispose of these lots to actual settlers the only, and to erect in such township at the expense of company a grist and saw-mill; further, to lay out and sell five other townships to actual settlers only. In case any salt spring or springs were found in these six townships, the directors were not to sell such spring or springs but to reserve the same together with 2,000 acres of inclosing land. The members of the company wished to profit directly from the product of such springs.

In the provision made for the erection of a grist and saw-mill in the first township to be settled, consideration was given to the needs of the first settlers in the western wilderness. The pioneer's life was a hard one. Breaking away from the advantages of a settled district, he soon found himself cut off from the means of supplying his wants through the co-operation of his fellows and was forced to depend almost entirely upon himself. Men hesitated before taking this step. First of all, life had to be sustained. Grain raised for bread had to be ground into flour. Hand-mills ground slowly and they ground exceedingly hard and the product was coarse and gritty. The journeys back to the older settlements with grists took much valuable time and were fraught with dangers. Then too, the building of a home without the aid of a saw-mill was hard work. To promote settlement the Connecticut Company sold

land at moderate rates, even for those times, offered rewards of free land for services to the company or for "risque and hardships" encountered, and made provision for the erection of several grist and saw-mills.

With the opening of the Western Reserve by the Connecticut Land Company settlers began, slowly, to find their way westward through the state of New York and along the southern shore of Lake Erie. Moses Cleaveland, as the Company's agent, had been empowered to make contracts, disposing of land to actual settlers. As an encouragement to those employed in surveying the lands, Cleaveland agreed, Sept. 30, 1796, to sell to Seth Pease and others, township No. 8, in the 11th range of townships (Euclid), each purchaser being entitled to one equal portion of the townships, to be by them surveyed out and divided into 41 equal parts, for the consideration of one dollar per acre, to be paid on Sept. 1, 1800, and to be on interest at six percent per annum from Sept. 1, 1797. Pease and Company engaged to have, by 1800, 41 families residing in as many well built log and frame houses, 328 acres of land cleared and given up to the raising of wheat and 120 additional acres cleared and seeded down to grass for mowing and pasturage. The rate at which the houses were to be built and occupied and the land cleared and put under cultivation was definitely specified.²³

One dollar per acre was a common price for land for the first years of the existence of the land company. However, as some of the settlements grew prices naturally advanced. In 1797 Seth Hart, acting for the land company, sold to Lorenzo Carter a lot in the City of Cleveland containing one acre and 144 rods of ground at the rate of twenty-five dollars per acre. Carter having already built a tenable log house on the lot and cleared and improved part of it was to clear the remaining part of it in the course of the next spring and summer and sow it to wheat or cultivate it to some other purpose and have a family residing in the house.²⁴

The company soon deemed it necessary to make it possible to get more quickly and easily from the East to the little settlements on its land. On Feb. 23, 1797, it was voted that a sum not exceeding \$1,500 be appropriated for the purpose of enabling the directors to cut open and lay out such roads the ensuing season and to erect and make such causeways and bridges on these roads as they should judge expedient and for the interest of the company.²⁵ On January 30th, 1798, the report of a committee recommending the laying out and cutting of a road from Pennsylvania to the City of Cleveland at an estimated cost of \$2,600 was accepted.²⁶ Again, on April 7th, 1801, the directors were authorized to procure a road cut from Buffalo Creek to Presque Isle and from thence to the east line of the Reserve so as to meet the road already cut upon the Reserve near the lake and to have a road cut sixteen feet wide and made passable for wagons, to be completed by the first day of the next December.²⁷ Provision for building a road outside of the Reserve may be taken as evidence that settlers were not coming fast enough to satisfy the members of the company.

To further provide for the needs of the first settlers and, what was more important to induce others to come, it was voted Jan. 27th, 1798, to give Nathaniel Doan one city lot in the town of Cleveland, he being obliged to reside thereon as a blacksmith.²⁸ And again, the next day, it was voted that the company directors be authorized to make donations of such part of the lots of the city and town of Cleveland as they should think expedient for the encouragement of useful mechanics who should actually settle and reside in the town.²⁹ At the same time that Doan was provided for, the company gave Tabitha Cuma Stiles, wife of Job P. Stiles, one city, one ten, and one one-hundred acre lot, and to two other families a one-hundred acre lot each, "Compensating those persons who first settled in the territory for risque and hardships encountered." A few days earlier the directors had voted James

Kingsbury and wife one hundred acres of land for being the parents of the first white child born on the Reserve.³⁰

On December 5, 1798, it was voted that the company grant as a bounty a sum not exceeding \$200, or loan a sum not exceeding \$500, without interest until the first day of April 1802, and three years after that time on interest annually at the election of the contractor, to any person or persons who should contract with surety to the satisfaction of the directors to erect by the first day of the next December a good grist-mill in township No. 9, in the 9th range ³¹ (Kirtland).

At the same time, four other mills with definite location were provided for. The Company's object seems to have been to scatter the settlements. On Dec. 30, 1802, it was voted that for the purpose of encouraging the erection of iron works in the county of Trumbull there be appropriated out of the debts due to the company the sum of \$400 as a premium to the person who should within three years from the first day of the next January first erect a furnace in the county and should within that time manufacture therein ten tons of good hollow and hardware; and also that the sum of \$200 be appropriated as a premium to the person who should first within the same time erect an approved forge and manufacture therein ten tons of good bar iron.³²

The offering of these and similar inducements was not ignored. There were men ready to take advantage of them. Mills were erected and put in operation in several localities in a surprisingly short period of time. There is on file at Hartford, Connecticut, a contract entered into by William Wheeler Williams of Suffield, April 19, 1799, to build a flour and saw-mill on one of the one-hundred acre lots of Cleveland, to be finished in October, 1799, Joseph Williams of Norwich surety. The Connecticut Land Company on its part contracted to furnish the mill irons, the lot, and \$150. Williams and his associate, Major Wyatt, erected the mill near Cleveland at the falls on the site of Newburg. It was

probably the first grist-and saw-mill to be put in operation on the Reserve. Daniel Heaton, or "Dan Eaton," built the first blast furnace on the Reserve in 1803. It was located near Youngstown, one and one-fourth miles from the mouth of Yellow Creek, in the township of Poland. The receipt of Dan Eaton for \$400, bounty for building the first furnace on the Reserve, is on file among the documents and papers of the Connecticut Land Company in the office of the Secretary of State at Hartford.³³

The company took a great deal of interest in the old salt springs in Weathersfield, Mahoning County. Samuel H. Parsons had purchased 24,000 acres of land about these Springs in accordance with Connecticut's legislation of 1786. The Indians had long made salt there. Parsons had expected to make a fortune through the purchase, but he met an early death by drowning at the falls of the Beaver River. The Connecticut Land Company after investigating the claim to the land about the springs made by the heirs of Parsons and finding it to be uncertain, proceeded, in 1797, to reserve 2,000 acres of it, in common and undivided, for its own use.³⁴ On Dec. 5, 1798, the directors were authorized to lease the salt springs with so much land adjoining as would be necessary to improve the works for making salt for a term of not exceeding five years.³⁵ But the efforts to make these springs profitable were fruitless. Amzi Atwater, one of the first surveying party, says the water was too weak to make the manufacture profitable.³⁶

It is evident from the foregoing that the land company endeavored through every means within its power to make its great investment a paying one. It is evident, too, that settlers did not rush in to take the land without inducements, and even then they did not come fast enough to satisfy the men who had their obligations to the state of Connecticut to meet and who were to great expense in the conducting of their land business. Sales of the land were usually made on

credit and the records show that not only the principal but often times the interest was slow in finding its way into the pockets of the members. For instance, it was voted in Dec. 30, 1802, that the sum of \$1,699, being two years interest due from John Young, Esq., and included in his notes to the company for the purchase of Youngstown in the county of Trumbull, be allowed to him and credited in his obligations as paid the first of October, 1800.³⁷

Perhaps one reason why land sold so slowly during those years when the members of the company were particularly anxious to increase their sales was that no provision had been made for schools. Other investors in western lands acted on the principle that provision for schools was an inducement to settlers. Manasseh Cutler, one of the directors of the Ohio Company in lobbying the ordinance of 1787 through Congress prior to his Company's purchase, demanded that lot No. 16, one mile square, in each township of six miles square, be reserved from sale and set aside for the support of common schools. He and his associates seem to have been more far-sighted than the members of the Connecticut Land Company. When John Cleves Symmes made his purchase in 1787 he was granted a township for the purpose of establishing an academy and other public schools and seminaries of learning.³⁸ Settlers, especially those coming from New England, were anxious that their children should have the advantage at least of a common school training. The early settlements in Connecticut's Western Reserve were obliged to build or improvise their own school-houses and hire their own teachers with no outside help. For a time in each community this was next to impossible as the settlers were generally poor and many of them deeply in debt. Money was a commodity that seemed to persist in getting back toward the Atlantic sea-board. It seems strange that the Connecticut Company when it was offering other inducements did not provide for schools.³⁹

The Connecticut Land Company's Embarrassments

The troubles of the Connecticut Land Company began almost with its existence. It had purchased the juridical and territorial right, as well as the soil, of the tract. This was a questionable transaction for the state of Connecticut. The members of the Company probably thought at first of founding a new state in the Western wilderness. One of the toasts drunk at Port Independence on July 4, 1796 was, "The State of New Connecticut." But these same lands had had other claimants than the state from which the purchase had been made. The acceptance of the partial cession of Connecticut in 1786 had been strongly opposed in Congress on the ground that such acceptance would be a guarantee of the reservation. New and prospective settlers soon began to question the title to the land. Simon Perkins, writing to the trustees of the Erie Company, from Youngstown, June 10, 1799, said that settlers were held back from coming on the Reserve because of the report that Connecticut had had no good title to the land and that those having deeds would probably want them guaranteed.⁴⁰ A few days later he wrote that the report was current that Mr. Gallatin, who later became Secretary of the Treasury under Jefferson, had said that the title was not good. He added, "An observation of that kind coming from the pole-star of the western part of Pennsylvania, together with the intrigues of Pennsylvania Land-holders has been sufficient to prevent many people from coming to this country."⁴¹ It seems probable that the trouble with regard to the title which interfered greatly with land sales and with payments for land already sold was in large part due to rival land speculators in western Pennsylvania. These speculators saw that it was to their interest to agitate the question of the title.

Not only was the title uncertain but the right to govern was in dispute. Was it any wonder that land sales languished when there was no government to

protect the person and property of the settler and enforce contracts? Men desiring western lands would naturally hesitate to purchase in such a district. The company had its hands full with other things to the extent that it could not well take upon itself the function of governing, and whence would emanate its authority to govern anyway? The first settlers resisted the attempt of Governor St. Clair of the Northwest territory to extend the authority of the Territory over them. The land company made several attempts to get the state of Connecticut to exercise the juridical and territorial right she had formally given up. The parent state was unwilling to assume the political custody of a child so far from home. Late in 1797 the Connecticut Assembly passed an act providing for the release to the United States of the jurisdiction over the Reserve. But Congress was occupied by other matters. Early in 1798 the company itself made an unsuccessful attempt to cede its juridical right to Congress. At last, in February, 1800, a congressional committee, with John Marshall of Virginia, later Chief Justice of the United States as chairman, was appointed to take into consideration the expediency of accepting the cession of jurisdiction. Marshall's report states that the Connecticut Land Company had paid \$100,000 of interest on the purchase money and expended \$80,000 on the survey and various improvements and that 35 settlements had been made, containing a population of about 1000 persons. The following sentence from Marshall's report is significant: "As the purchasers of the land commonly called the Connecticut Reserve hold their title under the state of Connecticut, they cannot submit to the government established by the United States in the Northwest Territory without endangering their titles, and the jurisdiction of Connecticut could not be extended over them without much inconvenience."⁴² Accordingly, despite strong opposition, particularly from New York and Virginia, the so called "Quieting Act" was passed

and became law April 28th, 1800. The bill authorized the president of the United States to execute and deliver to the Governor of Connecticut letters patent, whereby the right, title, interest and estate of the United States to the territory commonly called the Western Reserve should be released and conveyed to the governor and his successors in office, for the purpose of quieting the grantees and purchasers under the state of Connecticut, and confirming their titles to the soil of the tract of land. It further provided that the state of Connecticut should, within eight months execute and deliver to the president a deed expressly releasing to the United States the jurisdictional claim of the state of Connecticut to the Reserve. On July 10, 1800, President Adams and Governor Trumbull of Connecticut having taken the necessary action, Governor St. Clair issued a proclamation constituting the whole Reserve a county with the name of Trumbull. The title and government difficulties were at an end.

The precarious condition of the company when this action was taken is evidenced by a petition of the trustees and directors made to the Connecticut Legislature in May, 1800. It was stated that the individual proprietors, unable to raise money by the sale of their lands, had been obliged to advance their other property, or all settlements would have stopped. The records of the company show frequent levying of heavy assessments upon the members for various purposes. The petition went on further to state that the difficulties and embarrassments of the purchasers were so great that the demands of the state could not be met without great sacrifices of their property. Unsettled lands could not be sold for one half of their value in money. The petitioners asked that there be a postponement of three years for the payment of the principal sums stipulated by the proprietors to be by them paid to the state and an abatement of two years interest on the same. Good security was offered.⁴³ Evidently nothing came of this petition for on Oct. 7, 1800, the com-

pany voted that the trustees and directors make application to the Legislature for a relinquishment of three years interest on the principal sum of the purchase, three years being the time the title to the Reserve had labored under peculiar embarrassments.⁴⁴

The difficulties of the company continued. Land sales did not increase rapidly enough to relieve its financial straits. Without doubt this was in large part due to bad management. The affairs of the company were never in a state that would be tolerated in a modern business concern. There was too great a distance between the home of the company and the scene of operations. Few of the non-resident members understood conditions on the Reserve. As the members received allotments from time to time they became rivals in the disposal of such lands.⁴⁵ The members of the Erie Company, for example, had their individual interests more at heart than those of the general company.

In a letter from Samuel Huntington to Moses Cleaveland, written at Cleveland Nov. 15, 1801, Huntington complained of the fact that the city of Cleveland had so poor a harbor and pointed out that it would be to the interests of the settlers and the Connecticut Land Company to provide a better harbor.⁴⁶ This was an important matter which should have been looked after from the first, as the Reserve's easiest access to the outside world was by way of the waters of Lake Erie. In a letter dated Feb. 10, 1802, Huntington suggested to Cleaveland that a little well timed liberality in the land company would make the first settlement the most important place on the shores of the lake. Huntington saw the possibility of a rapidly growing city. He went on to say that the small circumstance of setting up posts at the corner of the streets and squares had been of more advantage than twenty times the expense. The settlers were too poor to make needed improvements. Their land was unpaid for and they were embarrassed by having to pay exorbitant

prices for necessities. There was no company agent in Cleveland to sell lots. Many lots might have been sold to actual settlers had an agent been on the ground. There were many and just complaints against the mill and miller located near the settlement. The miller having received one hundred acres of land, including the mill seat, the irons and about \$250 in money for building the mill to accommodate the settlers, was seemingly unmindful of his obligations. The settlers were going long distances over bad roads to get grinding done. The mill, besides being small and poorly constructed, was not in an accessible location, and, furthermore was wasteful so that 60 pounds of wheat turned out only 32 to 38 pounds of flour. The miller was badly in debt, a fact which in part explained the state of affairs.⁴⁷ These letters throw a great deal of light upon the situation both for the company and the settlers.

Another letter of similar interest was written from Colchester, Connecticut, July 15, 1803, by Henry Champion to Samuel Huntington. Champion advocated the purchasing of the Indian land title to the residue of the Reserve, that part lying west of the Cuyahoga. He said that many members of the land company were opposed to this, fearing that the opening of more land would hurt the sales of land already on the market. He thought that the extinguishment of the Indian title to portions of the western part of the Reserve would make possible the opening of the Sufferers' Lands and a road across the Reserve would augment Connecticut Land Company sales. "A country having a large road and travel through it sells better than a frontier." If they could extinguish the Indian title, they could then divide all their property in the Reserve, dismiss the directors, clerk, etc. and own all their land in severalty, which would save much expense and was desirable on many important accounts. Champion feared that the Indian title might not be purchasable later, if the Indians becoming more civiliz-

ed, chose to stay upon the land, they owning it and the company simply having the right to purchase.⁴⁸ The Indian title was finally extinguished by a treaty made July 4, 1805. The cost to the Connecticut Land Company and the proprietors of the Fire Lands was \$7,000 in cash and \$12,000 in six yearly payments of \$2,000 each besides heavy expenses, amounting to about \$5,000, for rum, tobacco, presents to the chiefs, provisions, remuneration of the commissioners, etc.⁴⁹

In a letter written by Turhand Kirtland, from Poland, Oct. 2, 1808, to Hon. Benj. Talmage there is evidence of a new difficulty for the company in the last years of its existence. Kirtland said that it had been his practice for several years past to pay taxes for a number of the non-resident proprietors in Connecticut. He had expected to do the same that season, having made agreement to that effect with several persons. The land west of the Cuyahoga being unexpectedly taxed for two years, he found himself unable to satisfy a total of about \$9,000. President Jefferson's embargo was making itself felt west of the Alleghanies, for Kirtland went on to say that "Change in business and stoppage of circulation medium" rendered it absolutely impossible to collect the money from those indebted to the company or to borrow it from any source whatsoever.⁵⁰ He wrote to Henry Champion a few days later regarding a plan to send an agent to the Ohio Legislature to obtain relief from the tax of 1807. There was danger that some of Champion's land west of the Cuyahoga would be sold for taxes. Kirtland suggested that, since the tax was so large that no one there, except some of the land agents, would have money sufficient to bid, he might prevail on them not to bid so that the land could not be sold and would be returned unsold for want of bidders.⁵¹

In a letter to Samuel Huntington, dated April 29, 1809, Champion complained of the heavy tax placed on the non-residents of the Reserve by the State of Ohio and that the money thus obtained was not used

for the benefit of the tract. The taxing system tended to reduce the price of the land. Gentlemen of property would not purchase land where the system of taxing was so rigid.⁵²

The lands and other property of the Company were drawn in four drafts, in 1798, 1802, 1807 and 1809. The three trustees, to whom all the lands had been deeded by the shareholders, in trust, in 1795, made the deeds and with the last draft Jan. 5, 1809, the company was dissolved, having been in existence fourteen years. The report of the managers of the Connecticut School Fund in 1809 showed that a large amount of interest was unpaid and that the collateral securities of the original debts were not safe. It was found through investigation that the capital consisted chiefly of the debts due from the original purchasers of the Western Reserve and the substituted securities which had been accepted in their stead. These securities had in the course of fifteen years by death, insolvency and otherwise, become involved in complicated difficulties. The interest had fallen greatly in arrears and in many instances nearly equaled the principal. To make matters still worse, the debtors were dispersed in different states.⁵³

It would be a difficult task to determine what members of the Connecticut Land Company really profited through their investment in western land and a more difficult task to determine the amount of their profit. It is evident that their number was comparatively small. In some instances the descendants of the original proprietors were the ones to reap the real benefit of the investment. But, aside from the matter of individual profit and loss, the purchasers of the Western Reserve contributed much to the building up of one of the most prosperous and influential sections of the United States.

BIBLIOGRAPHICAL NOTES

1. Poore, Charters and Constitutions of the United States, vol. 1, p. 257.
2. Journals of Congress, vol. 4, pp. 40; 64-65; 129-140.
3. Marshall, John, Report to the House of Representatives, Mar. 21, 1800, House Reports Mar. 21, 1800, 6C1S, American State Papers, Public Lands, vol. 1, p. 97 and Journals of Congress, vol. 4 pp. 697-698.
4. Parsons' purchase of 24,000 acres was not surveyed, but according to Col. Chas. Whittlesey in his Early History of Cleveland, the patent as executed by the governor and secretary of state, Feb. 10, 1783, describes the tract by ranges and townships, as though the lines had been run and marked upon the ground. Parsons proceeded to make sales and deeds, of undivided portions, to various parties. His patent was recorded in the office of the secretary of state at Hartford, later at Marietta, as were some of the deeds made by him, and finally at Warren, after the formation of Trumbull County. The Connecticut Land Company reserved land to satisfy these claims. Whittlesey, Col. Chas., Early History of Cleveland, 1867, pp. 159-161. Historical Collections Mahoning Valley, I, 149-151.
5. The total number of sufferers, as reported, was 1,870, and the aggregate losses, £161,548.11s. 6½d. The grant was of the soil only. In 1796 the Sufferers were incorporated in Connecticut and in 1803 in Ohio, under the title "The Proprietors of the Half-million Acres of Land lying south of Lake Erie." The lands were surveyed into tracts and apportioned among the proprietors to be disposed of in any manner agreeable to themselves. The drawings of the Fire-Lands were made Nov. 9, 1808, and settlement began soon after. Hinsdale, B. A., The Old Northwest, 1899, pp. 359-360.
6. Western Reserve Historical Society, Records of the Connecticut Land Company, vol. 18, book, 1. Proceedings and Report of the Committee of Sale, 1795.
7. Whittlesey, Col. Chas., Early History of Cleveland. pp. 163-164.
8. W. R. H. S. Records of the Connecticut Land Company, vol. 16, book 1, Articles of Association of the Connecticut Land Company (the original document).
9. W. R. H. S. Records of the Connecticut Land Company, vol. 16, book 6, Mode of Partition of the Western Reserve.

10. Instructions of the Directors to their Agent, Moses Cleveland, Miscellaneous MS. of The Western Reserve Historical Society.
11. W. R. H. S. Tract No. 94, Seth Pease's Journals to and from New Connecticut, 1796-1797, edited by Elbert J. Benton, 1914, pp. 38-39.
12. Whittlesey, Col. Chas. Early History of Cleveland, pp. 192, Holley's Journal, Conneaut to the South East corner of the Reserve.
13. W. R. H. S. Original letter of Moses Cleveland, bound with miscellaneous letters and papers, No. 64.
14. Gilman, Wm. C., Norwich, Conn. A Letter to the W. R. H. S. Mar. 2, 1915, with regard to the Erie Company.
15. W. R. H. S. Agreement to form the Erie Company, from the miscellaneous MS. of the Society.
16. W. R. H. S. The Simon Perkins Papers, Original contracts with letters of instructions for 1798, 1799 and 1800; also the original document granting Simon Perkins power of attorney for the company, dated April 2, 1799.
17. W. R. H. S. Simon Perkins Letter Book for 1811-13.
18. Perkins forwarded the division of the debts, April 14, 1812.
19. A land contract was made with the Erie Company as late as June 12, 1817, as found among the Simon Perkins papers. In the Brace-Perkins letter of Nov. 21, 1811, we find the following: "With respect to the lands which you as our Agent have contracted to sell and where the title remain with us, our general Idea is to have these contracts divided according to their value as equally as may be among the members of our Company, and to have the title of the Lands remain as it is in our Company, and when the payments are completed, you as our Agent, by virtue of Powers already vested in you can convey to the Purchasers in fulfillment of such contracts." It is also significant that after the letters to Perkins with regard to the final partition of the company lands written late in 1811, there are no more letters among the Perkins Papers signed jointly by Jonathan Brace and Enoch Perkins in the name of the Erie Company. Nor is there mention of the Company in the letters of various old members, to be found in the Simon Perkins letter books, written after the spring of 1812. However some of the letters indicate that little groups of the Erie Company members continued to hold land in common.
20. W. R. H. S. Miscellaneous old papers, No. 155.
21. W. R. H. S. Miscellaneous old papers, No. 155.

22. W. R. H. S. Mss. in binding, vol. 17, book 3.
23. W. R. H. S. Mss. in binding, vol. 18, book 3.
24. W. R. H. S. Mss. in binding, vol. 18, book 3.
25. W. R. H. S. Mss. in binding, vol. 18, book 5.
26. W. R. H. S. Mss. in binding, vol. 18, book 5.
27. W. R. H. S. Mss. in binding, vol. 18, book 6.
28. W. R. H. S. Mss. in binding, vol. 18, book 2.
29. W. R. H. S. Mss. in binding, vol. 18, book 5.
30. W. R. H. S. Mss. in binding, vol. 18, book 6.
31. W. R. H. S. Mss. in binding, vol. 18, book 5.
32. W. R. H. S. Mss. in binding, vol. 18, book 6.
33. In a letter written at Poland, March 2, 1806, Turhand Kirtland writing to Henry Champion, said: "I have been obliged to pay Dan Heaton the \$400. for the bounty voted by the Company for the Furnace, as he had made the Sufficient quantity of wears to entitle him to the bounty; and what is of more consequence to the public, he has tried and proved the Oar to be excellent, and the weare he has made is of the first rate, but he has experienced a great many accidents and losses. He lately lost his hearth and his furnace stopt for three weeks, but he has put in a new one and it is going on with good success. We shall [have] another furnace on the Same Stream next season and expect a forge soon on the Mahoning. I think Heaton fully deserving his money and flatter myself, you will approve paying it altho I had no express orders to pay it, but his necessity induced me to do it." W. R. H. S. Letter in Turhand Kirtland's Letter Book.
34. W. R. H. S. Mss. in binding, vol. 16, book 3.
35. W. R. H. S. Mss. in binding, vol. 18, book 5.
36. Howe, Henry, Historical Collections of Ohio, 1904, vol. II pp. 660. (Trumbull Co.) Seth Pease said, in a letter to Oliver Phelps, written July, 1797, that, after examining the salt springs on the Reserve, he was of the opinion that the water was not as salt as that of the ocean. W. R. H. S. miscellaneous letters and papers No. 80.
37. W. R. H. S. Mss. in binding, vol. 18, book 6.
38. Knight, George W., Ph. D. Land Grants for Education in the Northwest Territory, 1885, Papers of the Am. Hist. Assn. Vol. 1, No. 3.
39. Pierpont Edwards made the proposal, May 13, 1800 that the avails of that part of the six townships, which the directors by the Articles of Association had been authorized to sell to actual settlers, which remained unsold, should,

when sold, be by a vote of the company appropriated to the endowment of a University to be thereafter established on the Reserve. The company voted that the consideration of the proposal be referred to the next general meeting. The matter evidently did not get much further than that.—W. R. H. S. Mss. in binding, vol. 17, book 2.

However, the school problem was provided for when Ohio became a state in Nov. 1802. The act of Congress providing for the admission of the new commonwealth stated that section 16 in each township, or where that section had been disposed of, other contiguous and equivalent lands should be granted to the inhabitants for the use of schools. This was modified so that section 16 in each township sold by the United States and three other tracts of land, equal in quantity, respectively, to 1/36 of the Virginia Reservation, of the United States Military tract and the Connecticut Reserve should be vested in the state for the use of schools. Samuel Huntington, writing to Elijah Wadsworth from Chillicothe, Mar. 23, 1803, said: "We have upwards of fifty-five thousand Acres of land in the U. S. Military tract, of a good quality, surveyed into quarter townships and lying about thirty miles from our South line for the use of Schools in our County—this cannot be estimated at less than \$100,000 and if properly improved will be a permanent fund for education." W. R. H. S. Tract No. 95, The Samuel Huntington Correspondence, edited by Elbert Jay Benton, 1915, p. 84.

40. W. R. H. S. Miscellaneous letters and papers No. 90.
41. W. R. H. S. Miscellaneous letters and papers No. 131.
42. Marshall, John. Report to the House of Representatives, Mar. 21, 1800. American State Papers, Public Lands, Vol. 1, p. 98.
43. W. R. H. S. Miscellaneous letters and papers No. 105.
44. W. R. H. S. Mss. in binding, vol. 18, book 6.
45. Turhand Kirtland, writing from Poland to Solomon Cowles, June 30, 1806, complained of the lack of uniformity in land prices. He said that land was selling for \$2.50, \$2.75, and \$3.00 per acre, evidently land of equal value in the hands of rival owners or agents. W. R. H. S. Letter in Turhand Kirtland's Letter Book.
46. W. R. H. S. Tract No. 95, The Samuel Huntington Correspondence, p. 68.
47. W. R. H. S. Tract No. 95, The Samuel Huntington Correspondence, pp. 73-76.
48. W. R. H. S. Tract No. 95, The Samuel Huntington Correspondence, pp. 86-87.

49. W. R. H. S. Tract No. 95, The Samuel Huntington Correspondence, p. 99—Letter to Huntington from Wm. Dean on board the Contractor, near Black River, July 7, 1805.
50. W. R. H. S. Turhand Kirtland's Letter Book.
51. W. R. H. S. Turhand Kirtland's Letter Book.
52. W. R. H. S. Tract No. 95, The Samuel Huntington Correspondence, p. 128.
53. Hinsdale, B. A., Documents illustrative of American Educational History, part 3, Chap. 1, sec. 4. The Common School Fund of Connecticut.

Accompanying Documents

DOCUMENT I

CHARTER OF CONNECTICUT, 1662

From a photograph of the charter in the possession of the Western Reserve Historical Society. The Charter is in the possession of the State Library, Hartford, Connecticut.

Charles the Second by the Grace of GOD King of England Scotland France and Ireland defender of the Faith &c To all to whome this presents shall come Greetinge

Whereas by the severall Navigaçons discoveryes and successful Plantaçons of diverse of our loveing Subjects of this our Realme of England Severall Lands Islands Places Colonies and Plantaçons have byn obtained and setled in that parte of the Continent of America called New England and thereby the Trade and Commerce there hath byn of late yeares much increased **And Whereas** Wee have byn informed by the humble Petiçon of our Trusty and welbeloved John Winthrop John Mason Samuel Willis Henry Clerke Mathew Allen John Tappen Nathan Gold Richard Treatate Richard Lord Henry Woollicott John Talcott Daniell Clerke John Ogden Thomas Wells Obedias Brewen John Clerke Anthony Haukins John Deming and Mathew Camfeild being persons principally interested in Our Colony or Plantaçon of Conecticut in New-England that the same Colony or the greatest parte thereof was purchased and obteyned for greate and valuable Consideraçons And some other part thereof gained by Conquest and with much difficulty and att the onely endeavours expence and Charge of them and their Associats and those vnder whome they Clayme Subdued and improved and thereby become a considerable enlargement and Addiçon of our Dominions and interest there.

Now Know Yea that in Consideraçon thereof and in regard the said Colony is remote from other the English Plantaçons in the Places aforesaid and to the end the Affaires and Busines which shall from tyme to tyme happen or arise concerning the same may bee duely Ordered and managed **Wee have** thought fitt and att the humble petiçon of the persons aforesaid and are graciously pleased to Create and Make them a Body Pollitique and Corporate with the powers and Priviledges herein after mençoned And accordingly Our will and pleasure is and of our especiall grace certeine knowledge and meere moçon **wee have** Ordeyned Constituted and Declared And by theis presents for vs our heires and Successors **Doe** Ordeine Constitute and Declare That they the said John Winthrop John Mason Samuel Willis Henry Clerke Matthew Allen John Tappen Nathan Gold Richard Treate Richard Lord Henry Woollcot John Talcot Daniell Clerke John Ogden Thomas Wells Obadiah Brewen John Clerke Anthony Hawkins John Deming and Mathew Camfeild and all such others as now are or hereafter shall bee Admitted and made free of the Company and Society of our Collony of Conecticut in America shall from tyme to tyme and for ever hereafter bee one Body Corporate and Pollitique in fact and name by the Name of Governour and Company of the English Collony of Conecticut in New England in America And that by the same name they and their Successors shall and may have perpetuall Succession and shall and may bee Persons able and Capable in the Law to Plead and bee Impleaded to Answer and to bee Answered vnto to Defend and bee Defended in all and singuler Suits Causes quarrells Matters Acçons and things of what kind or nature soever And alsoe to have take possesse acquire and purchase Lands Tenements or hereditaments or any goods or Chattells and the same to Lease Graunt Demise Alien bargaine Sell and dispose of as other our leige People of this our Realme of England or any other Corporaçon or Body Pollitique within the

same may lawfully doe. **And further** that the said Governour and Company and their Successors shall and may forever hereafter have a Comon Seale to serve and vse for all Causes matters things and affaires whatsoever of them and their Successors and the same Seale to alter change breake and make new from tyme to tyme att their wills and pleasures as they shall thinke fit. **And further** wee will and ordeine and by theis presents for vs our heires and Successors **Doe Declare** and appoint that for the better ordering and manageing of the affaires and businesse of the said Company and their Successors there shall bee one Governour one Deputy Governour and Twelve Assistants to bee from tyme to tyme Constituted Elected and Chosen out of the Freemen of the said Company for the tyme being in such manner and forme as hereafter in these presents is expressed which said Officers shall apply themselves to take care for the best disposing and Ordering of the Generall busines and affaires of and concerning the land and hereditaments herein after mençoned to bee graunted and the Plantaçon thereof and the Government of the People thereof And for the better execuçon of Our Royall Pleasures herein **Wee do** for vs our heires and Successors Assigne name Constitute and appoint the aforesaid John Winthrop to bee the first and present Governour of the said Company and the said John Mason to bee the Deputy Governour and the said Samuel Willis Matthew Allyn Nathan Gold Henry Clerke Richard Treat John Ogden John Tappen John Talcott Thomas Wells Henry Woolcot Richard Lord and Daniell Clerke to bee the Twelve present Assistants of the said Company to contynue in the said severall Offices respectively untill the second Thursday which shall bee in the Moneth of October now next comeing. **And further** Wee Will and by these presents for vs our heires and Successors **Doe Ordaine** and Graunt that the Governour of the said Company for the tyme being or in his absence by occasion of sicknes or otherwise by his leave or permission the Deputy Governour for the

tyme being shall and may from tyme to tyme upon all occasions give Order for the assembling of the said Company and calling them together to Consult and advise of the businesse and Affaires of the said Company And that forever hereafter Twice in every yeare That is to say on every Second Thursday in October and on every Second Thursday in May or oftner in Case it shall bee requisite the Assistants and freemen of the said Company or such of them not exceeding twoe Persons from each Place Towne or Citty whoe shall bee from tyme to tyme thereunto Elected or Deputed by the maior parte of the freemen of the respective Townes Citties and Places for which they shall bee soe elected or Deputed shall have a generall meeting or Assembly then and their to Consult and advise in and about the Affaires and businesse of the said Company and that the Governour or in his absence the Deputy Governour of the said Company for the tyme being and such of the Assistants and freemen of the said Company as shall bee so Elected or Deputed and bee present att such meeting or Assembly or the greatest Number of them whereof the Governour or Deputy Governour and Six of the Assistants at least to bee Seaven shall bee called the Generall Assembly and shall have the full power and authority to alter and change their dayes and tymes of meeting or Generall Assemblies for Electing the Governour Deputy Governour and Assistants or other Officers or any other Courts Assemblies or meetings and to Choose Nominatte and appoint such and soe many other Persons as they shall thinke fitt and shall bee willing to accept the same to bee free of the said Company and Body Politique and them into the same to Admitt and to Elect and Constitute such Officers as they shall thinke fitt and requisite for the Ordering manageing and disposeing of the Affaires of the said Governour and Company and their Successors **and Wee Doe** hereby for vs our Heires and Successors Establish and Ordeine that once in the yeare forever hereafter namely the said Second Thurs-

day in May the Governour Deputy Governour and Assistants of the said Company and other Officers of the said Company or such of them as the said Generall Assembly shall thinke fitt shall bee in the said Generall Court and Assembly to bee held from that day or tyme newly Chosen for the yeare ensueing by such greater part of the said Company for the tyme being then and there present And if the Governour Deputy Governour and Assistants by these presents appointed or such as hereafter bee newly Chosen into their Roomes or any of them or any other the Officers to bee appointed for the said Company shall dye or bee removed from his or their severall Offices or Places before the said Generall Day of Elecçion whome Wee doe hereby Declare for any misdemeanour or default to bee removeable by the Governour Assistants and Company or such greater part of them in any of the said publique Courts to bee Assembled as is aforesaid That then and in every such Case itt shall and may be lawfull to and for the Governour Deputy Governour and Assistants and Company aforesaid or such greater parte of them soe to be Assembled as is aforesaid in any of their Assemblies to Proceede to a New Elecçion of one or more of their Company in the Roome or Place Roomes or Places of such Governour Deputy Governour Assistant or other Officer or Officers so dyeing or removed according to their discretions and imediately vpon and after such Elecçion or Elecçions made of such Governour Deputy Governour Assistant or Assistants or any other Officer of the said Company in manner and forme aforesaid The Authority Office and Power before given to the former Governour Deputy Governour or other Officer and Officers soe removed in whose stead and Place new shall bee chosen shall as to him and them and every of them respectively cease and determine **Provided** alsoe And our Will and pleasures is That as well such as are by theis presents appointed to bee the present Governour Deputy Governour and Assistants of the said Company as those that succeed them and all other

Officers to bee appointed and Chosen as aforesaid shall before they vndertake the Execuçon of their said Offices and Places respectively take their severall and respective Corporall Oathes for the due and faithfull Performance of their dutyes in their severall Offices and Places before such Person or Persons as are by these Presents hereafter appoynted to take and receive the same That is to say the said John Winthrop whoe is herein before nominated and appointed the present Governour of the said Company shall take the said Oath before one or more of the Masters of Our Court of Chancery for the tyme being vnto which Master of Chancery **Wee do** by theis presents give full power and authority to administer the said Oath to the said John Winthrop accordingly And the said John Mason whoe is herein before nominated and duly appoynted the present Deputy Governour of the said Company shall take the Oath before the said John Winthrop or any twoe of the Assistants of the said Company vnto whome **Wee doe** by these presents give full power and authority to Administer the said Oath to the said John Mason accordingly **And** the said Samuell Willis Henry Clerke Mathew Allen John Tappen Nathan Gold Richard Treat Richard Lord Henry Woolcott John Talcott Daniell Clerke John Ogden and Thomas Welles whoe are herein before Nominated and appointed the present Assistants of the said Company shall take the Oath before the said John Winthrop and John Mason or one of them to whome **Wee doe** hereby give full power and authority to Administer the same accordingly. **And** our further will and pleasure is that all and every Governour or Deputy Governour to bee Elected and Chosen by vertue of theis presents shall take the said Oath before two or more of the Assistants of the said Company for the tyme being vnto whome Wee doe by theis presents give full power and authority to give and Administer the said Oath accordingly And the said Assistants and every of them and all and every other Officer or Officers

to bee hereafter Chosen from tyme to tyme to take the said Oath before the Governour or Deputy Governour for the tyme being Vnto which Governour or Deputy Governour wee doe by these presents give full power and authority to Administer the same accordingly **And further** Of our more ample grace certeine knowledge and meere Moçon **Wee have** given and Graunted and by theis presents for vs our heires and Successors **Doe** give and Graunt unto the said Governour and Company of the English Colony of Conecticut in New England in America and to every Inhabitant there and to every Person and Persons trading thither And to every such Person and Persons as are or shall bee free of the said Collony full power and authority from tyme to tyme and att all tymes hereafter to take Ship Transport and Carry away for and towards the Plantation and defence of the said Collony such of our loveing Subjects and Strangers as shall or will willingly accompany them in and to their said Collony and Plantaçon Except such Person and Persons as are or shall bee therein restrayned by vs our heires and Successors And alsoe to Ship and Transport all and all manner of goods Chattels Merchandises and other things whatsoever that are or shall bee vseful or necessary for the Inhabitants of the said Collony and may lawfully bee Transported thither Neverthelesse not to bee discharged of payment to vs our heires and Successors of the Dutyes Customes and Subsidies which are or ought to bee paid or payable for the same **and further** our will and pleasure is And **wee doe** for vs our heires and Successors ordeyne Declare and Graunt vnto the said Governour and Company and their Successors That all and every the Subjects of vs our heires or Successors which shall goe Inhabite within the said Colony and every of their Children which shall happen to bee born there or on the Sea in goeing thither or returneing from thence shall have and enjoye all Liberties and Immunities of free and naturall Subjects within any the Dominions of vs our heires or Successors to all intents

Construcçons and purposes watsoever as if they and every of them were borne within the Realme of England **And wee doe** authorize and impower the Governour or in his absence the Deputy Governor for the tyme being to appointe two or more of the said assistants att any of their Courts or Assemblyes to bee held as aforesaid to have power and authority to Administer the Oath of Supremacy and obedience to all and every Person and Persons which shall att any tyme or tymes hereafter goe or passe into the said Colony of Conecticut vnto which said Assistants soe to bee appointed as aforesaid **we doe** by these presents give full power and authority to Administer the said Oath accordingly. **And wee doe further** of our especiall grace certaine knowledge and meere moçon give and Graunt vnto the said Governor and Company of the English Colony of Conecticut in New England in America and their Successors that itt shall and may bee lawfull to and for the Governor or Deputy Governor and such of the Assistants of the said Company for the tyme being as shall bee Assembled in any of the Generall Courts aforesaid or in any Courts to bee especially Sumoned or Assembled for that purpose or the greater parte of them whereof the Governor or Deputy Governor and Six of the Assistants to bee allways Seaven to Erect and make such Judicatories for the heareing and Determining of all Acçons Causes matters and things happeing with the said Colony or Plantacçn and which shall bee in dispute and depending there as they shall thinke fitt and convenient And alsoe from tyme to tyme to Make Ordain and Establish All manner of wholsome And reasonable Lawes Statutes Ordinances Direcçons and Instrucçons not contrary to the Lawes of this Realme of England as well for settling the formes and Ceremonies of Governement and Magistracy fitt and necessary for the said Plantaçon and the Inhabitants there as for naming and Stileing all sorts of Officers both superior and inferior which they shall find needful for the Governe-

ment and Plantaçon of the said Colony and the distinguishing and setting forth of the severall Dutyes Powers and Lymitts of every such Office and Place and the formes of such Oathes not being contrary to the Lawes and Statutes of this our Realme of England to bee administred for the execuçon of the said severall Offices and Places as alsoe for the disposing and ordering of the Elecçon of such of the said Officers as are to bee Annually Chosen and of such others as shall succeed in case of death or removall and Administring the said Oath to the new Elected Officers and Graunting necessary Commissions and for imposiçon of lawfull Fines Mulets Imprisonment or other Punishment vpon Offenders and Delinquents according to the Course of other Corporaçons within this our Kingdome of England and the same Lawes Fines Mulets and Execuçons to alter change revoke adnull release or Pardon vnder their Comon Seale As by the said Generall Assembly or the maior part of them shall bee thought fitt And for the directing ruleing and disposing of all other matters and things whereby our said People Inhabitants there may bee soe religiously peaceably and civilly Governed as their good life and orderly Conversaçon may wynn and invite the Natives of the Country to the knowledge and obedience of the onely true GOD and Saviour of mankind and the Christian Faith which in Our Royall intençons and the Adventurers free possession is the onely and principall end of this Plantaçon **willing** Commanding and requireing and by these presents for vs our heires and Successors ordaneing and appointeing that all such Laws Statutes and Ordinances Instrucçons Imposiçons and Direcçons as shall bee soe made by the Governor Deputy Governor and Assistants as aforesaid and published in writeing under their Comon Seale shall carefully and duley bee observed kept performed and putt in execuçon according to the true intent and meaning of the same **And** these our Letters Patents or the Duplicate or Exemplificaçon

thereof shall bee to all and every such Officers Superiors and inferiors from tyme to tyme for the Putting of the same Orders Lawes Statutes Ordinances Instrucçons and Direccons in due Execuçon against vs our heires and Successors a sufficient warrant and discharge **And wee doe further** for vs our heires and Successors give and Graunt vnto the said Governor and Company and their Successors by these presents That itt shall and may bee lawfull to and for the Cheife Commanders Governors and Officers of the said Company for the tyme being whoe shall bee resident in the parts of New England hereafter mençoned and others inhabiting there by their leave admittance appointment or direcçon from tyme to tyme and att all tymes hereafter for their speciall defence and safety to Assemble to Assemble Martiall Array and putt in warlike posture the Inhabitants of the said Colony and to Commissionate Impower and Authorise such Person or Persons as they shall thinke fitt to lead and Conduct the said Inhabitants and to encounter expulse repell and resist by force of Armes as well by Sea as by Land And alsoe to kill Slay and destroy by all fitting wayes enterprizes and meanes whatsoever all and every such Person or Persons as shall at any tyme hereafter Attempt or enterprize the distrucçon invasion detriment or annoyance of the said Inhabitants or Plantaçon And to vse and exercise the Law Martiall in such Cases onely as occasion shall require And to take or surprize by all wayes and meanes whatsoever all and every such Person and Persons with their Shipps Armour Amuniçon and other goods of such as shall in such hostile manner invade or attempt the defeating of the said Plantaçon or the hurt of the said Company and Inhabitants and vpon just Causes to invade and destroy the Natives or other Enemyes of the said Colony **Neverthelesse** Our will and pleasure is And **wee doe** hereby Declare vnto all Christian Kings Princes and States That if any Persons which shall hereafter bee of the said Company or Plantaçon or any other by

appointment of the said Governor and Company for the tyme being shall att any tyme or tymes hereafter Rob or Spoill by Sea or by Land and doe any hurt violence or vnlawfull hostility to any of the Subjects of vs our heires or Successors or any of the Subjects of any Prince or State beinge then in League with vs our heires or Successors vpon Complaint of such iniury done to any such Prince or State or their Subjects **Wee** our heires and Successors will make open Proclamaçon within any parts of Our Realme of England fitt for that purpose That the Person or Persons committinge any such Robbery or Spoill shall within the tyme lymitted by such Proclamaçon make full restituçon or satisfacçon of all such iniures done or committed Soe as the said Prince or others soe complayneing may bee fully satisfied and contented And if the said Person or Persons whoe shall committ any such Robbery or Spoile shall not make satisfacçon accordingly within such tyme soe to bee Limited That then it shall and may be lawfull for vs our heires and Successors to putt such Person or Persons out of our Allegiance and Protecçon And that it shall and may bee lawfull and free for all Princes or others to Prosecute with hostility such Offenders and every of them their and every of their Procurors ayders Abettors and Councillors in that behalfe **Provided** alsoe and our expresse will and pleasure is **And wee doe** by these Presents for vs our heires and Successors Ordeyne and appointe that these presents shall not in any manner hinder any of our loveing Subjects whatsoever to vse and exercise the Trade of Fishinge vpon the Coast of New-England in America but they and every or any of them shall have full and free power and liberty to contynue and vse the said Trade of Fishing vpon the said Coast in any of the Seas therevnto adjoining or any Armes of the Seas or Salt water Rivers where they have byn accustomed to Fish And to build and sett vpon the wast Land belonging to the said Colony of Conecticut such wharfes Stages

and workehouses as shall bee necessary for the Salting dryeing and keepinge of their Fish to bee taken or gotten vpon that Coast any thinge in these presents conteyned to the contrary notwithstanding **And know yee further** That wee of our more abundant grace certaine knowledge and meere moçon **have** given Graunted and Confirmed And by theis presents for vs our heires and Successors **Doe** give Graunt and Confirme vnto the said Governor and Company and their Successors **All** that parte of our Dominions in Newe England in America bounded on the East by Norrogansett River comonly called Norrogansett Bay where the said River falleth into the Sea and on the North by the Lyne of the Massachusetts Plantation and on the South by the Sea and in Longitude as the Lyne of the Massachusetts Colony runninge from East to West that is to say from the said Narrogansett Bay on the East to the South Sea on the West parte with the Islands thereunto adjoyneing Together with all firme Lands Soyles Grounds Havens Ports Rivers Waters Fishings Mynes Myneralls Precious Stones Quarries and all the singuler other Comodities Jurisdicçons Royalties Priviledges Franchises Preheminences and hereditaments whatsoever within the said Tract Bounds Lands and Islands aforesaid or to them or any of them belonging **To have and to hold** the same vnto the said Governor and Company their Successors and Assignes for ever vpon Trust and for the vse and benefitt of themselves and their Associates Freemen of the said Colony their heires and Assignes **To be holden** of vs our heires and Successors as of Our mannor of East Greenwich in Free and Comon Soccage and not in Capite nor by Knights Service **yeilding and payinge** therefore to vs our heires and Successors onely the Fifth parte of all the Oare of Gold and Silver which from tyme to tyme and att all tymes hereafter shall bee there gotten had or obteyned in Liew of all Services Dutyes and Demannds whatsoever to bee to vs our heires or Successors therefore or

thereout rendered made or paid **And lastly** wee doe for vs our heires and Successors Graunt to the said Governor and Company and their Successors by these presents that these our Letters Patents shall bee firme good and effectual in the Lawe to all intents Construcçons and purposes whatsoever accordinge to our true intent and meaneing herein before Declared as shall bee Construed reputed and adiuged most favourable on the behalfe and for the best benefitt and behoofe of the said Governor and Company and their Successors **Although Express mençon** of the true yearely value of certainty of the premisses or of any of them or of any other Guifts or Graunts by vs or by any of Our Progenitors or Predecessors heretofore made to the said Governor and Company of the English Colony of Conecticut in New England in America aforesaid in theis presents is not made or Statute Act Ordinance Provision Proclamaçon or Restricçon heretofore had made Enacted Ordeyned or Provided or any other matter Cause or thinge whatsoever to the contrary thereof in any wise notwithstanding.

In Witnes whereof wee have caused these our Letters to bee made Patent **Witnes** our selfe att Westminster the Three and Twentieth day of Aprill in the Fowerteenth yeare of our Reigne

By writt of Privy Seale

Howard.

DOCUMENT II

ACT OF THE GENERAL ASSEMBLY OF CONNECTICUT, CEDING ALL WESTERN CLAIMS EXCEPT THE WESTERN RESERVE, May, 1786.

(From a photostat of the Records of Connecticut Western Lands, Document 201, Western Reserve Historical Society.)

Be it enacted by the Governor, Council & Representatives in general Court assembled, & by the authority of the same that the Delegates of this State, or any two of them who shall be attending the Congress of the united States, be, and they are hereby directed, authorized & fully empowered in the name and behalf of this State to make execute & deliver under their hands & Seals an ample Deed of Release & Cession of all the right Title, Interest, Jurisdiction & Claim of the State of Connecticut to certain western Lands beginning at the Completion of the forty first Degree of North Latitude, one hundred & twenty miles west of the western boundary Line of the commonwealth of Pennsylvania, as now claim^d by said Commonwealth, & from thence by a Line to be drawn north parallel to, & one hundred & twenty miles west of y^e said west Line of Pennsylvania & to continue north untill it comes to forty two Degrees & two minutes north Latitude, whereby all the Right, Title, Interest, Jurisdiction & Claim of the state of Connecticut to the Lands lying west of s^d Line to be drawn as aforementioned one hundred & twenty miles west, of the western boundary Line of the Commonwealth of Pennsylvania as now claim^d by s^d Commonwealth shall be included release^d & ceded to the united States in Congress assembled for the common use and Benefit of s^d States Connecticut inclusive.

Passed in the Lower House Test Jedidiah Strong Clerk.

Concurr'd in the upper House Test George Wyllys Secret^y.

DOCUMENT III

ACCEPTANCE OF THE CONNECTICUT CESSION BY CONGRESS SEPTEMBER, 1786 (56).

From a photostat of the "Records of Connecticut, Western Lands, Document 57," in the possession of the Western Reserve Historical Society.

"To all who shall see these presents, we, William Samuel Johnson and Jonathan Sturges, the underwritten delegates for the state of Connecticut, in the Congress of the United States, send greeting.

WHEREAS the general assembly of the state of Connecticut, on the second Thursday of May, in the year of our Lord, 1786, passed an act in the words following, viz.

"Be it enacted by the governor, council and representatives in general court assembled, and by the authority of the same, that the delegates of this state, or any two of them who shall be attending the Congress of the United States, be, and they are hereby directed, authorized and fully empowered in the name and behalf of this state, to make, execute and deliver, under their hands and seals, and ample deed of release and cession of all the right, title, interest, jurisdiction and claim of the state of Connecticut to certain western lands, beginning at the completion of the 41st degree of north latitude, 120 miles west of the western boundary line of the commonwealth of Pennsylvania, as now claimed by said commonwealth, and from thence by a line to be drawn north, parallel to, and 120 miles west of the said west line of Pennsylvania, and to continue north until it comes to 42 degrees and 2 minutes north latitude. Whereby all the right, title, interest, jurisdiction and claim of the state of Connecticut, to the lands lying west of said line to be drawn as afore-mentioned, 120 miles west of the western boundary line of the com-

monwealth of Pennsylvania, as now claimed by said commonwealth, shall be included, released and ceded to the United States in Congress assembled, for the common use and benefit of the said states, Connecticut inclusive. And whereas the said William Samuel Johnson and Jonathan Sturges, were, on the 2d Thursday of May, A. D. 1785, elected delegates to represent the state of Connecticut, according to the law of said state, in the Congress of the United States, for the term of one year from the first Monday of November, in the said year 1785, which election remains in force, and the said William Samuel Johnson and Jonathan Sturges, are the lawful delegates of said state in the Congress of the United States. Now therefore know ye, that we the said William Samuel Johnson and Jonathan Sturges, by virtue of the power and authority to us committed by the said act of the general assembly of Connecticut, before recited, in the name, and for and on behalf of the said State of Connecticut, do by these presents assign, transfer, quit claim, cede and convey to the United States of America, for their benefit, Connecticut inclusive, all the right, title, interest, jurisdiction and claim which the said state of Connecticut hath in and to the before-mentioned and described territory or tract of country, as the same is bounded and described in the said act of assembly, for the uses in the said recited act of assembly declared. In witness whereof, we have hereunto set our hands and seals this 13th day of September, in the year of our Lord 1786, and of the sovereignty and independence of the United States of America, the 11th. Wm. Sam. Johnson, (L. S.) Jona. Sturges, (L. S.) Signed, sealed and delivered in presence of Charles Thomson, Roger Alden, James Mathers.”

On motion, Resolved, That Congress accept the said deed of cession, and that the same be recorded and enrolled among the acts of the United States in Congress assembled.

DOCUMENT IV

RESOLUTION OF THE GENERAL ASSEMBLY
OF CONNECTICUT FOR THE SALE OF THE
WESTERN RESERVE, MAY, 1795.

(From the Records of the Connecticut Land Company, Vol. XVIII, Book 5. The Western Reserve Historical Society possesses a transcript of this, the original is in The Secretary of State's Office, Hartford.)

The General Assembly of the State of Connecticut at their Session holden at Hartford in Said State on the 2nd Thursday of May Anno Domini 1795 Passed the folowing Resolves viz:

Resolved by this Assembly that a Committee be appointed to receive any Proposals that may be made by any person or Persons whether inhabitants of the United States, or others, for the purchase of the lands belonging to this State lying West of the West line of Pennsylvania as Claimed by Said State, and the Said Committee are hereby fully authorized and Empowered in the Name and behalf of this State to Negotiate with any Such Person or Persons on the Subject of any such proposal And Also to form and Complete any Contract or Contracts for the Sale of Said lands, And to make and execute under their hands and Seals to the Purchaser or Purchasers a deed or deeds duly authenticated, quitting in behalf of the State all right, title, and interest juridicial and Territorial in and to the Said lands, to him or them, and to his or their heirs forever That before the executing Such deed or deeds the purchaser or purchasers shall give their personal Note or Bond payable to the Treasurer of this State for the purchase Money carrying An interest at Six Per Centum Per Annum payable Annually to Commence from the date hereof, or from Such future period not exceeding two years

from the date as Circumstances in the opinion of the Committee May require and as May be agreed on between them and the Said purchaser or purchasers with good and Sufficient Sureties, inhabitants of this State, or with a Sufficient deposit of Bank or other Stock of the United States, or of the particular States, which note or Bond Shall be taken Payable at a Period Not More remote than five years from date, or if by Annual installments So that the last installment be Payable within ten years from the date either in Specie, or in Six Per Cent, three Per Cent, or deferred Stock of the United States at the discretion of the Committee, That if the Committee shall find it will be Most beneficial to the State, or its Citizens to form Several Contracts for the Sale of said Lands they Shall not Consumate any of the Said Contracts apart by themselves while the others lye in a train of Negotiation only; but all of the Contracts which taken together Shall Comprise the whole quantity of the Said land Shall be consumated together and the purchaser Shall hold their respective parts or proportions as tenants in Common of the whole tract or Territory and not in Severalty— That the Said Committe in whatever manner they shall find it best to Sell the Said lands, whether by an Entire Contract or by Several Contracts Shall in No Case be at liberty to Sell the whole quantity for a principal Sum less than One Million of dollars in Specie, or if day of payment be given for a Sum of less Value than one Million of dollars in Specie with interest at Six Per Cent per Annum from the time of Such Sale,—And also a further Resolve in the words following viz:— This Assembly do appoint John Treadwell, James Wadsworth, Marvin Wait, William Edmonds, Thomas Grosvenor, Aaron Austin, Elijah Hubbard, and Sylvester Gilbert Esquires A Committee to Negotiate a Sale of the Western lands belonging to this State lying West of the West line of Pennsylvania as Claimed by Said State, according to a Resolve for that purpose Passed at the present Session of General Assembly.

DOCUMENT V

LIVINGSTON'S AGREEMENT WITH THE CON-
NECTICUT LAND COMPANY. THE EXCESS
COMPANY. AUGUST 12, 1795.

From the original agreement in the possession of
The Western Reserve Historical Society.

Agreed the 12th of August 1795 between John Living-
ston in behalf of himself and associates of the one
part & Oliver Phelps, William Hart Samuel Mather
Jun^r, Ebenezer Huntington, Moses Cleveland, Elisha
Hyde, Matthias Nicholl & Gideon Granger Jun^r in
behalf of themselves & associates of the other part—viz:

That said party of the first part will withdraw all
proposals to the Committee for the sale of the Con-
necticut Western Lands, and will not renew any pro-
posals for the purchase thereof but will assist the party
of the second part to purchase the same, provided that
if the said parties of the second part shall purchase the
Lands now offered for sale by said Committee, and if the
lands thus purchased from said Committee shall com-
prise more than three millions of acres exclusive of
the Waters of Lake Erie, free from all prior Grants and
incumbrances of [any] kind, then the said party of the
first part shall be [entitled to & granted] from the party
of the second part a release of the ex[cess land] above
three Millions of Acres which shall be so purchas[ed
exclusive] of the aforesaid Waters, so that there shall
always remain to said parties of the second part three
Millions of Acres exclusive of said Waters and all legal
claims & incumbrances — The said party of the
first part his heirs or assigns securing said parties of the
second part or their assigns, a proportionable part of
such sums as shall be due to the State of Connecticut
for the purchase of the whole Quantity, after receiving
notice of the quantity of acres being ascertained, the

payments to be made at the same time & in the same mode as said party of the second part shall be held to pay for the lands to the State—It is to be understood that the party of the first part & his associates are to be Tennents in common with the parties of the second part and their associates according to the quantity the said party of the first part and his associates shall hold in consequence of this agreement.

It is to be further understood that immediately on receiving a deed from the said Committee of the said lands, the person or persons to whom the conveyance shall be made shall upon request make and execute good & sufficient instruments declaring said party of the first part to be entitled to the excess as aforesaid, and that they will stand seized of such excess to the use of said party of the first part his heirs or assigns according to the true intent & meaning hereof.

Witness the hands of said parties the day & year aforesaid.

Jn^o Livingston

The undersigned agree to the foregoing contract with these additions that is to say, The said Livingston and his Associates [are to be] bound in a covenant when the Writing last expressed] is made to take said proportion on the same terms with us, and shall bear their proportion of all expenses August 12th 1795.

Oliver Phelps

Moses Cleveland

Wm. Hart

Elisha Hyde

Eben^r Huntington

Gidⁿ Granger Jun^r

Samuel Mather Jun^r

Matt^w Nicoll

I do hereby agree to the above addition

August 12th 1795.

Jn^o Livingston

Know all men by these presents, that I John Livingston above named in the foregoing Contract, In Consideration of Fifty Thousand Dollars, paid by William Hull of Newton, in the County of Middlesex and Commonwealth of Massachusetts Esq^r, Do for

myself & Associates, sell, assign & Transfer to the said William Hull, his Heirs & Assigns, all the right, Title & Interest, which I have & hold, for myself & Associates to the Excess of Land in the Connecticut Reserve, within mentioned, by Virtue of the terms of the foregoing Contract, with all the Privileges & advantages in the same Contract, and I [do by these] presents for myself & associates, Constitute & appoint the said William Hull my irrevocable attorney, in my name & to his use, with full power & absolute Authority make use of all means in Law & Equity, to recover the same; and I do hereby for myself and associates, fully authorize & empower the Committee to whom the said Excess is conveyed, to convey the same to the said William Hull, or to Trustees for his use, in such manner, as he shall direct—To the true performance of this assignment, I bind myself, my Heirs, Executors & Administrators, firmly by these presents—

In testimony whereof, I have hereunto set my hand & seal this 7th day of April A. D. 1796

Jn^o Livingston

Witness—

A. Kingsbury

Jn^o. Jeffrey—

Hartford April 8th 1796

The above and foregoing is a Copy of the original lodged in my hands.

A. Kingsbury.

Agreement between John Livingston &c
Oliver Phelps &c
the Western Lands.
August 12th 1795.

DOCUMENT VI

THE INDENTURE SECURING THE TITLE OF
THE EXCESS COMPANY.

(From the Sam'l Williamson Transcripts of the Records
of the Connecticut Land Company.)

This Indenture made the fifth day of September in the Year one thousand seven hundred and ninety five by, and between Robert Charles Johnson William Judd James Johnson William Law Daniel Holbrook Pierpoint Edwards James Bull Uriah Tracy Luther Loomis Ebenezer King Jun^r Roger Newberry Ephraim Root Ephraim Kirby Uriel Holmes Peleg Sanford Solomon Cowles Elijah Boardman Solomon Griswold Henry Champion 2^d Samuel P Lord Jabez Stocking Joshua Stow Timothy Burr Caleb Atwater Titus Street Elias Morgan Daniel Lathrop Coit Joseph Howland Asher Miller Ephraim Starr Joseph Williams David King Joseph Pratt Nehemiah Hubbard Jun^r Sylvanus Griswold Enoch Perkins Asahel Hathaway William Lyman John Stoddard Aron Olmsted John Wyles of the first part; and Oliver Phelps, William Hart, Ebenezer Huntington, Samuel Mather Jun, Moses Cleveland, Elisha Hyde, Gideon Granger Jun, and Matthias Nicoll of the other part witnesseth,—That whereas the said parties of the second part in behalf of themselves and Associates, which Associates are the said parties of the first part and the other members of the Connecticut-Land-Company did make an agreement with John Livingston and his Associates in the words following; Viz; Memorandum Agreed this 12th of August 1795 between John Livingston in behalf of himself & Associates of the one part; and Oliver Phelps, W^m Hart, Samuel Mather Jun, Eben^r Huntington, Moses Cleveland, Elisha Hyde, Matthias Nichols, and Gideon Granger Jun in behalf of themselves & Asso-

ciates of the other part; Viz, That said party of the first part will withdraw all proposals to the Committee for the sale of the Connecticut western Lands, & will not renew any proposals for the purchase thereof, but will assist the party of the second part to purchase the same, provided that if the said party of the second part shall purchase the Lands now offered for sale by said Committee, & if the Lands thus purchased from said Committee shall comprise more than three millions of Acres exclusive of the waters of Lake Erie, free from all prior grants, and incumbrances of every kind then the said party of the first part shall be entitled to receive from the party of the second part a release of the excess of said Lands above Three Millions of Acres, which shall be so purchased exclusive of the aforesaid waters, so that there shall always remain to said parties of the second part three Millions of acres, exclusive of said waters & of all legal claims & incumbrances—the said party of the first part, his Heirs and Assigns securing said parties of the second party or their Assigns a proportionable part of such sums as shall be due to the State of Connecticut for the purchase of the whole quantity after receiving notice of the quantity of acres being ascertained. The payments to be made at the same times & in the same mode, as said party of the second part shall be holden to pay for the Lands to the State—It is to be understood that the party of the first part, and his Associates are to be Tenants in Common with the parties of the second part & their Associates according to the quantity the s^d. Party of the first part & his Associates shall hold in consequence of this agreement: It is to be further understood that immediately on receiving a Deed from the said Committee of the said Lands, the person or persons to whom the conveyance shall be made, shall upon request make and execute good and sufficient instruments declaring said party of the first part to be entitled to the excess as aforesaid, & that they will stand seized of such excess to the use of said party of the first part

his Heirs and Assigns according to the true intent & meaning hereof—Witness the hands of s^d. parties the day and year aforesaid

John Living-

ston

The undersigned

agree to the foregoing contract with these additions

—That is to say the said Livingston and Associates shall be bound in a Covenant, when the writing last expressed is made to take said proportion on the same terms with us & shall bear their proportion of all expences—August 12th 1795. Oliver Phelps, William Hart, Eben^r Huntington, Samuel Mather Jun, Moses Cleveland, Elisha Hyde, Gideon Granger Jun, Matthias Nicoll.—I do here by agree to the above addition August 12th 1795 John Livingston. Therefore we the said parties of the first part in consideration of the premises & of one shilling lawful money received to our full satisfaction of the said parties of the second part do hereby remise, release, and quit-claim to the said parties of the second part all the right, title, interest, and claim of the said parties of the first part and each of them in and to so much of the land purchased of the State of Connecticut and deeded to the said parties of the second part, and others their Associates Members of the Connecticut Land Company commonly called the Connecticut Western Reserve that is to say, so much of said land as is over and above three Millions of Acres exclusive of the waters of Lake Erie and of all prior grants and incumbrances of every kind to them the s^d parties of the Second part forever for the purpose of their being enabled to fulfil said Contract with the said John Livingston &c. to have and to hold the said remised premises with the appurtenances thereof to them the said parties of the Second part their Heirs and Assigns forever in Trust, nevertheless for the Sole purpose of enabling the s^d parties of the Second part to fulfil and completely comply with the said Contract made with the said John Livingston, provided the s^d John Livingston shall on his part fulfil, perform, and completely comply in all things

he has engaged to do in & by s^d agreement. In witness whereof the afores^d parties have hereunto interchangeably set their Hands & Seals the day and year first written.—

Signed, Sealed, and Delivered in presence of Memorandum. It is understood that the afore said Parties of the second part, in case they shall find it necessary to make any conveyance of any part of the aforesaid land to the said John Livingston, shall account for the monies or securities received therefor, to the Directors of said Company for the time being, for the use of the Company.—The above addition made before signing & sealing.—

Sam^l Wyllys Nathan Elliot Witness

James Thomas to William Law & Joseph Williams signing the above Deed.

Joseph Williams

Solomon Cowles

Caleb Atwater

Oliver Phelps

Ephraim Kirby

Tim^o Burr

Silvanus Griswold

Elijah Boardman

William Judd

Robert Johnson

Asahel Hatheway

Gidⁿ Granger Jun^r

John Stoddard

W^m Lyman

David King

Enoch Perkins

Uriah Tracy

Uriel Holmes Jr

Aaron Olmsted

John Wyles

Samuel P Lord

Peleg Sanford

Jabez Stocking

Ebenezer King Jr

Joshua Stowe

Asher Miller

Luther Lomis

Jonathan Brace

Elias Morgan

Roger Newberry

John Caldwell

Titus Street

William Law

Ephraim Starr

Moses Cleaveland

James Johnston

Henry Champion 2nd

Nehem^h Hubbard Jr.

Solomon Griswold

James Bull

Eph^m Root

Pierp Edwards Jr

William Hart

Daniel Holbrook

Samuel Mather Jr

Jos Howland

Dan^l Lathrop Coit

Elisha Hyde

Hartford County Ss Hartford City September the Eighth One thousand seven hundred ninety five personally appeared Ephraim Starr Moses Cleveland James Johnson Henry Champion 2nd Nehemiah Hubbard Jun Solomon Griswold James Bull Ephraim Root Peirpont Edwards William Hart Daniel Holbrook Samuel Mather Jun^r Joseph Howland Daniel Lathrop Coit Elisha Hyde Solomon Cowles Caleb Atwater Oliver Phelps Ephraim Kirby Timothy Burr Sylvanus Griswold Elijah Boardman William Judd Robert Charles Johnson Asahel Hathaway Gideon Granger Jun^r John Stoddard William Lyman David King Enoch Perkins Uriah Tracy Uriel Holmes Jn^r Aaron Olmsted John Wyles Samuel P Lord Peleg Sanford Jazeb Stocking Ebenezer King Jun^r & Joshua Stowe the signers and ensemblers of the within Instrument and acknowledge the same to be their free Act and Deed before me Sam^e 1 Wyllys Jus^t Pacis

Hartford County Ss City of Hartford September the Ninth One thousand seven hundred ninety five personally appeared Asher Miller & Luther Lomis the signers and ensemblers of the within Instrument and acknowledged the same to be their free Act and Deed before Me Sam^l Wyllys Jus^t Pacis

Hartford County Ss City of Hartford September 9th 1795 personally appeared Jonathan Brace one of the Signers and Sealers of the within Instrument and acknowledged the same to be his free Act and Deed Before me Sam^l Wyllys, Just Pacis

Hartford County Ss City of Hartford September 16th A. D. 1795 There personally appeared Roger Newberry Esq^r John Caldwell and Elias Morgan Signers and Sealers of the within Instrument and acknowledged the same to be their free Act and Deed Before Me—Sam^l Wyllys Jus^t Pacis

Hartford County Ss City of Hartford October 6th AD 1795 There personally appeared Joseph Williams and William Law the Signers and Sealers of the within Instrument and acknowledged the same to be their

free Act and Deed Before Me Sam^l Wyllys Jus^t Pacis
Hartford County Ss City of Hartford January 23^d
A D 1796 There personally appeared Titus Street one
of the signers and Sealers of the within Instrument and
acknowledged the same to be his free Act and Deed
Before Me Sam^l Wyllys Jus^t Pacis
Jonathan Brace Simon Clark Witnesses to the Signing
of Titus Street

Received February 11th AD 1796 and Entered at large
on the Records of the State of Connecticut for Patents
Deeds & Surveys of Land Book No 5 page 78

Test George Wyllys, Secretary.

DOCUMENT VII

REPORT OF THE CONNECTICUT COMMITTEE
ON THE SALE OF THE WESTERN RE-
SERVE, SEPTEMBER, 1795.

(From the Records of the Connecticut Land Company,
Vol. XVIII, Book 1, Certified transcripts.)

At a meeting of the Committee appointed by the General Assembly held at Hartford on the 2^d Thursday in May 1795, to negotiate a sale of the Western lands belonging to this state Convened in the City of Hartford on the 5th day of June A. D. 1795.

Resolved that John Treadwell Esquire be chairman of said Committee.

Resolved that the appointment of said Committee, together with the *Acts* and *Resolves* of Assembly on the subject of the sale of the Western Lands, be published in all the News-papers in this State, and in Boston, Providence, Albany, the City of New York, and Philadelphia.

Resolved that this meeting be adjourned to the first Wednesday in August next, then to meet at David Bull's in the City of Hartford, at nine of the clock, before noon, and that this adjournment be published in the mean time in all the News-papers before mentioned.

The *Acts* and *Resolves* of the General Assembly on the subject of the sale of the Western Lands and the Committee's adjournment were duly published some time in June 1795 agreeably to this resolve and Order: and at a meeting of the Committee held at Hartford on the first Wednesday of August, 1795 pursuant to their adjournment.

Resolved that Silvester Gilbert be Clerk of said Committee.

Resolved that all proposals made to the Committee for the purchase of Western Lands be made in writing.

A proposal for the purchase of the Western Lands by Mr. Elkanah Watsen, offering 1,000,000 dollars with interest &c, was received, as on file.

Resolved that any proposal which may be received for the purchase of the Western Lands be freely Communicated by any of the Committee, but the name of the person making such proposal shall not be made known. Four O'clock afternoon, adjourned to the State-house in this city: Adjourned till to-morrow evening at 9 O'clock to meet at this place.

Friday Aug. 7th, Committee met according to adjournment:

A letter signed Zephaniah Swift, Chairman, enclosing an offer of 1,000,000 dollars with interest, for the Western Lands by sundry associated Companies, was received as on file.

Adjourned till 2 O'clock to meet at this place.

2 O'clock After noon, Committee met according to adjournment.

An offer of 1,130,000 dollars payable in eight Annual installments, the first at the end of two years, and interest from that time, by Col Silas Pepoon for himself and associate was received, as on file.

Gave notice by the chairman to all Agents of the Companies, of the sums which have been offered for the Western Lands.

Adjourned till 8 O'clock to morrow morning, at this place.

Saturday morning the Committee met according to adjournment, and Sundry letters were sent to Agents of Companies, signed by the Chairman, to give notice that the Committee will adjourn till Monday next, and to expedite the propositions of purchasers.

Adjourned till Monday next, 2 O'clock in after noon, and to meet again at the State-House in Hartford.

Monday 2 O'clock, Aug 10th The Committee met according to adjournment.

Resolved that all the propositions for the purchase of the Western Lands lying before the Committee, being duly considered, are not either of them Accepted: and that the parties concerned be duly notified of this Resolution by the Chairman, and that they will continue to receive further propositions. Adjourned till Eight O'clock tomorrow evening.

Tuesday Aug 11th Committee met according to adjournment.

Agreeably to the foregoing Resolve, notice was given by the Chairman, to all persons concerned, as by copies of letters on file.

Adjourned till 2 O'clock after noon.

Met according to adjournment.

An offer of 1,150,000, with interest, after two years by William Hart, Oliver Phelps and others to be paid within five years, was received, and on file. An offer of 1,010,000 dollars with interest from date, by James Sullivan Esq. was received, as on file.

By order of the Committee, advertisements are posted up in sundry places within this City giving notice that propositions for purchasing are before the Committee, and that they will continue to receive them until tomorrow morning, nine of the clock and requesting purchasers to expedite and bring forward their ultimate propositions, as per copy of advertisement on file. Adjourned till 8 O'clock to morrow morning.

Wednesday Aug 12th, Committee met agreeably to adjournment.

A letter from Theodore Dwight Esq. notifying the Committee that the Company in Boston for which he is Agent, will not make any application for the Lands in question at present, was received as on file.

An offer from John Livingston Esq. of 1,255,000 dollars payable agreeably to Act of Assembly, interest to commence at the end of two years, and a letter explanatory of said offer, were received, as on file.

Letters to Agents of Companies, and public Advertise-

ments signed by the Chairman by order of Committee, were issued this morning, giving notice that proposals will be received till 5 O'clock this day, and the best offer which shall exceed the sum of 1,260,000 dollars in value, computing interest after two years, will be accepted, provided security be given to the satisfaction of the committee, as per copy on file. Adjourned till 2 O'clock afternoon. Met agreeably to adjournment. The offer last made by Oliver Phelps and others, of 1,150,000 is now by them renewed, as on file; and John Livingston Esq. hath withdrawn his offer last made, as by writing on file; and the said offer of 1,150,000, made by Oliver Phelps Esq. and others being the best now lying before the Committee, they propose to the said Oliver Phelps and his Associates to convey to them the said Lands, if they will secure to the State the sum of 1,200,000 dollars with interest, after two years from the date of the contract agreeably to Act of the Assembly.

The Aforesaid Company by their Agents William Hart and Ebenezer Huntington Esqs. laid before the Committee for selling said Lands, an offer conformably to the proposal made them as aforesaid, as on file. And thereupon the Committee declared their acceptance of said offer, provided security should be given to their satisfaction.

Adjourned till 8 O'clock to morrow morning.

Thursday Aug 13th Met agreeably to adjournment, and received a bond executed by Oliver Phelps William Hart and others, for the sum of One hundred thousand dollars, payable to Andrew Kingsbury Esq. Treasurer of the State, or to his successor &c, on condition they should fail to give security to the Acceptance of the Committee for the purchase money on the 2d day of September next, agreeably to the Act of Assembly, as p^r Bond on file.

On motion of the purchasers the Committee adjourned till the 2^d day of September next to meet at the State

House in Hartford to take security and convey the lands according to contract.

Wednesday September 2^d 1795 the Committee met according to the foregoing adjournment.

Resolved that the following be communicated to the purchasers, viz. that it will not be expected that a bond be taken for a sum less than ten thousand dollars without special reason. It will be expected that as many bonds be taken as there are deeds executed—that the grantor or grantors in each deed sign the bond for the purchase money, as they alone are purchasers in contemplation of law and that others in the name of sureties, also sign each bond, and that blank bonds are prepared for the purpose on file.

Adjourned till to morrow morning, 8 O'clock.

Thursday morning met according to adjournment. Agreed upon the form of a deed or deeds to be executed to purchasers, as on file.

Resolved that individual security be given for the purchase money and that no person's obligation will be taken with any reference to a company or firm under which such persons may act.

Adjourned till 2 O'clock after noon.

Met agreeable to adjournment, Ordered that blank deeds and bonds be printed agreeable to the forms on file. Examined the security offered by sundry companies.

Adjourned till tomorrow morning 8 O'clock.

Friday morning 8 O'clock: met according to adjournment.

Examined a number of securities offered by sundry companies.

Adjourned untill 2 O'clock after noon. Met according to adjournment.

Proceeded to a further examination of securities offered for the purchase money.

Adjourned till tomorrow morning 8 O'clock.

Passed a resolve as follows.

Resolved that a reasonable indulgence has been allowed to the purchasers of the Western territory to produce their securities according to the Condition of their bond. The Committee therefore expect the business will be completed this day. Nor do they consider it their duty to attend any longer at the expense of the State. The following letter sent to Oliver Phelps & Co.

Hartford, Sept. 5th 2 O'clock P. M.

Gentlemen:—

There seems to be no prospect of your being ready to complete the business in hand this day. The Committee wish to be informed whether their further attendance is desired at your expense; if so, they will adjourn till 9 O'clock on Monday next; if not they will consider themselves at liberty to hold the lands for sale.

Oliver Phelps & Co.

Adjourned till Monday Morning 9 O'clock A. M. pr desire of Oliver Phelps & Co. as pr letter on file.

Hartford Sept 7, 1795, 9 O'clock—met agreeable to adjournment.

6 O'clock P. M. adjourned until to morrow morning, 8 of the clock.

Tuesday morning Sept. 8th met agreeably to adjournment. Sundry bonds which have been presented have been *rejected* and further security required.

The following *Bonds* being approved are accepted.

Date of Bond,	Principal,	Sureties,	Sum Secured
Aug 31, 1795	Robert C Johnson	W ^m Saml Johnson	60,000
No 1		Saml. W ^m Johnson	
	Zephaniah Swift,	Zebadiah Tracey	
	Ebenezer Devotion,	Ichabod Ward	
	Moses Cleaveland	Jon ^a Devotion	
	Pennel Cheney	W ^m Pitt Cleaveland	

Date of <i>Bond</i> ,	Principal,	Sureties,	Sum Secured
Aug. 22, 1795, No 2	Luther Payne John McClellan, Lemuel Grosvener John Fitch Samuel Perkins,	Jedediah Johnson Samuel Dorrence Phineas Pierce Nehemiah Park Asahel & Jabez Adams	30,000
Sept. 2, 1795 No 3	Moses Cleaveland	Zepheniah Swift Noadiah Holmes Soloman Whitman Jr Soloman Cowles	2,600
Sept 2, 1795 No 4.	William Judd,	James Judd Jr Noah A Phelps Jeremiah Wilson Reuben Norton Phinheas Lewis David Waterman Adanipah Strong Nathaniel Church	16,250
Sept 3, 1795 No 5	James Johnson	Judson Canfield Samuel Canfield Asahel Beebe Lot Norton Jr John Webb Andrew Hull Jr	30,000
Sept 2, 1795 No 6	William Law,	Selden Spencer Andrew Hull	10,500
Sept 2, 1795 No 7	————— Hull Daniel Holbrook,	Levi Tomlinson David Austin Elias Shipman	8,750
Aug 29, 1795, No 8	Pierpont Edwards,	Frederick Hunt, Michael Todd, William Hillhouse Michael Bull	60,000

Date of <i>Bond</i> , No	Principal,	Sureties,	Sum Secured
Sept 2, 1795 No 9	James Bull	Thomas Bull Aaron Olmsted John Wyles Simeon Thomas Elisha Tracey Jacob Ogden	30,000
Sept 3, 1795, No 10	Elisha Hyde, Uriah Tracey,	Joseph Coit Ebenezer Thomas Zachariah Chapman Asahel Clark Daniel Tilden Benapah King	57,400
Sept 5, 1795 No 11	Luther Loomis, Ebenezer King,	Eph ^m Robbins, Hez ^h Huntington Calvin Austin John Ely	44,318
Sept 2, 1795 No 12	Roger Newberry, Enoch Perkins Elijah White	Jonathan Brace John Morgan	38,000
Sept 2 1795 No 13	Ephraim Root, Ephraim Kirby	Timothy Burr Ezekeil Williams Elijah Wadsworth	42,000
Sept 2 1795 No 14	Elijah Boardman, Uriel Holmes Jr	Moses Seymour Uriel Holmes Samuel Law Nathaniel Gorham	60,000
Aug 30, 1795 No 15	Oliver Phelps Gideon Granger Jr	Leonard Jarvis Joseph Blake Ebenezer King Jr Thadeus Leavitt	80,000

Date of <i>Bond</i> ,	Principal,	Sureties,	Sum Secured
Sept 2 1795 No 16	Oliver Phelps,	Gideon Granger Jr Luther Loomis Ebenezer King Jr	168,000
Sept 2, 1795 No 17	Peleg Sanford John Caldwell	Jeremiah Wadsworth Daniel Wadsworth William Ely	15,000
Sept 2 1795 No 18	Soloman Cowles	John Thomas	10,000
Sept 2, 1795 No 19	Soloman Griswold,	Simeon Griswold Oliver Phelps	10,000
Sept 7-1795 No 20	Henry Champion 2 ^d	Lemuel Storrs Joshua Stow Nehemiah Hubbard Jr	85,675
Sept 2 1795 No 21	Samuel Phillips Lord,	Saml. P Lord Jr. George Lord,	14,092
Sept 5 1795 No. 22	Jabez Stocking	Joshua Stow	11,423
Sept 2 1795, No 23	Timothy Burr,	Benapah Kent John Bolles Edward Danforth	15,231
Sept 3 1795 No 24	Caleb Atwater,	Samuel Ives	22,846
Sept 2, 1795 No 25	Titus Street,	Rufus Hitchcock	22,846
Sept 7 1795 No 26	Elias Morgan Daniel L Coit	John Morgan Joseph Howland	51,402

Date of Bond,	Principal,	Sureties,	Sum Secured
Sept 3 1795 No 27	Joseph Howland	Joshua Lathrop Daniel Lathrop Coit Nathaniel Shaler	30,461
Sept 2 1795 No 28	Asher Miller	James T Ward Joel Hall	34,000
Sept 2 1795 No 29	Ephraim Starr	William Battell Eliphalet Austin	17,415
Sept 4 1795 No 30	Joseph Williams	George Bull Caleb Bull	15,231
Sept 8 1795, No. 31	William Lyman John Stoddard David King	Joseph Pratt Timothy Phelps Fidelia King John Leavitt Jr	24,730
Sept 5 1795 No 32	Nehemiah Hubbard Jr	Lemuel Storrs	19,039
Sept 2 1795 No 33	Asahel Hathaway,	Thomas Archer Jr	12,000
Sept 2 1795 No 34	William Hart	Joseph Hart	30,462
Sept 2 1795 No 35	Samuel Mather Jr	Silvester Mather	18,461
Sept 2 1795 No 36	Silvanus Griswold	Judah Pinney	1,683

Adjourned till tomorrow 8 O'clock.

Wednesday morning Sept 9, met agreeable to adjournment. The foregoing Bonds being approved and received, Deeds were executed and delivered to the purchasers hereafter named agreeable to their request, all bearing date, the second of September 1795

No of Deeds,	Names of Grantees,	Integral parts of lands conveyed, divided into 1,200,000 shares	
No 1	Robt Charles Johnson	60,000	
No 2 & 3	Moses Cleaveland	32,600	
No 4	William Judd	16,250	
No 5	James Johnson	30,000	
No 6	William Law	10,500	
No 7	Daniel Holbrook	8,750	
No 8	Pierpont Edwards	60,000	
	James Bull	}	
No 9	Aaron Olmsted		}
	John Wiles	30,000	
No 10	Elisha Hyde	}	
	Uriah Tracey		}
No 11	Luther Loomis	}	
	Ebenezer King		}
No 12	Roger Newberry	}	
	Enoch Perkins		}
	Jonathan Brace		
No 13	Ephraim Root	42,000	
No 14	Ephraim Kirby	}	
	Uriel Holmes Jr.		}
	Elijah Boardman		
No 15	Oliver Phelps	}	
	Gideon Granger Jr		}
No 16	Oliver Phelps	168,185	
No 17	John Caldwell	}	
	Peleg Sanford		}
No 18	Soloman Cowles	15,000	
No 19	Soloman Griswold	10,000	
No 20	Henry Champion 2d	10,000	
No 21	Samuel P Lord	85,675	
No 22	Jazeb Stocking	}	
	Joshua Stow		}
No 23	Timothy Burr	11,423	
No 24	Caleb Atwater	15,231	
No 25	Titus Street	22,846	
		22,846	

No 26	Elias Morgan	}	51,402
	Daniel Lathrop Coit		
No 27	Joseph Howland	}	30,461
	Daniel Lathrop Coit		
No 28	Asher Miller		34,000
No 29	Ephraim Starr		17,415
No 30	Joseph Williams		15,231
	William Lyman	}	24,730
No 31	John Stoddard		
	David King		
No 32	Nehemiah Hubbard Jr		19,039
No 33	Asahel Hathaway		12,000
No 34	William Hart		30,462
No 35	Samuel Mather Jr		18,461
No 36	Sylvanus Griswold		1,683

Wednesday Sept. 9th 1795

The Bonds mentioned in this Journal taken for security of the purchase money we lodge with Andrew Kingsbury Esq. Treasurer, and his receipts taken for the same, and lodged in the office of the Comptroller of Public Accounts.

Attest. Silvester Gilbert, Committee Clerk.

Hartford Sept 9th 1795

I do hereby certify that I have received the Bonds entered in the foregoing Journal in the tenth, eleventh, twelfth, thirteenth and fourteenth pages for the several sums of One Million two hundred thousand dollars, the principal sum to be paid by the conditions of said Bonds, for which I have this day given my separate official receipt to the Committee appointed to negotiate a sale of the Western Lands belonging to this State.

A Kingsbury, Treasurer

To the Honorable General Assembly of the State of Connecticut, convened at New Haven, on the 2 Thursday of October A. D. 1795.

The Committee appointed by your honors in May last, to negotiate a sale of the Western lands belonging to this State lying West of the Western line of the State

of Pennsylvania as claimed by said State, beg leave to report, that on the 5th day of June last, they met in Hartford and passed the following order that the Act of the General Assembly appointing a Committee to negotiate a sale of the Western lands and giving them their powers and instructions, be published in all the News-papers in this State and in a News-paper in Boston, Providence, Albany, New York and Philadelphia, and then adjourned till the first Wednesday of August, then next, to meet in the City of Hartford: That having advertised according to said order, and notified the public in their advertisement of the time and place of their intended meeting, they met according to their adjournment on the first Wednesday, being the 5th day of August last, and passed the following votes: That all proposals made to the Committee for the purchase of the Western Lands be made in writing. An offer was then made of 1,000,000 dollars, with interest from the date of the Contract by Mr Elkanah Watsen, of Albany. The Committee then passed the following vote: That any proposal which may be received for the purchase of the Western Lands may be freely communicated by any of the Committee; but the names of persons making such proposals shall not be made known.

On Thursday a proposal was made by James Sullivan Esq. of Boston, offering 1,000,000 of dollars with interest. The correspondence between the committee and Mr. Sullivan by letter relative to this offer is herewith submitted to your honors inspection.

On Friday a letter was received from Zephaniah Swift Esq. enclosing an offer of 1,000,000 dollars with interest made by sundry associated companies, composed chiefly of inhabitants of this State.

Also an offer was made by Oliver Phelps Esq. and others for themselves and associates, of 1,001,000 dollars with interest.

Also an offer of 1,130,000 dollars, payable in eight annual installments, the first at the end of two years, and

interest from that time on the remaining sum by Col Silas Pepoon of Stockbridge, for himself and associates. On the same day the Committee gave notice to all the concerned of the several offers which lay before them.

On Saturday the Committee addressed a letter to the Agents of Companies, giving them notice that the Committee would adjourn till Monday, then next, and requesting them to make their ultimate proposals as soon as possible.

On Monday the Committee having duly considered the several propositions lying before them voted that neither of them could be accepted, of which vote, on Tuesday they gave public notice, and also that they would continue to receive further proposals.

Whereupon another offer was made of 1,150,000 dollars with interest after two years, the principal to be paid in five years, by Oliver Phelps and others, a Committee from divers Companies formed in all parts of this state, expressing in their letter to the Committee an unwillingness to multiply propositions to serve as a rule for the offers and opinions of others, requesting an early answer to their proposal, and delivering it with a confidence that it would not be made public, at the time adding a verbal request, for a further opportunity to make proposals in case a better offer than theirs should be made. Also a further offer from James Sullivan Esq. of 1,010,000 with interest from the date of the deed, which he states to be his ultimatum and requests an answer whether it can be accepted or not by 9 O'clock in the morning of the next day; and states that he shall not trouble with any further proposals, nor consider himself bound by this unless it shall be then accepted.

The Committee then advertised the concerned that there were propositions lying before the Committee which they must decide without delay—that they would receive any other proposals which might be made them until 9 of the clock in the morning of the next day; when they would decide upon such propositions

as might then be made, and requesting that gentlemen would make their ultimate proposals within the time that the negotiations might be brought to a speedy close.

On Wednesday morning before the expiration of the time limited above, John Livingston Esq. of the State of New York, on behalf of himself and his associates offered for the lands 1,255,000 dollars, with interest to commence at the expiration of two years. The offer was accompanied with an explanatory letter signifying an intention in himself and his associates that Citizens of this State, if so inclined, might participate in the purchase to the amount of one equal half of the same. The moment was now arrived when the committee must decide upon the proposals before them according to their engagement.

Mr. Livingston's offer, if well secured, was considered by the committee as a generous offer, but they thought proper to refuse it for the following reasons—no sum was offered as a pledge to compel a fulfillment on his part; no specific security was offered or proposed by him, the prospect of his being able to procure sufficient sureties, inhabitants of this state was small, as the state companies which seemed to comprise all the inhabitants of this state who wished to interest themselves in the purchase appeared at this time to have formed a coalition, and his intended one moiety of the purchase for the Citizens of this state seemed to shew a design to secure the payment of part of the contract, at least by personal bond with sureties. That if, however, he felt himself able and willing to secure the money by deposit, and he was determined in the business he would not fail to renew his offer with a small additional sum, and especially as to accept of the offer would be to deprive the state companies of a farther opportunity which they had a right to expect from the Committee, as the case was in fact circumstanced, and a ground of a general and a just dissatisfaction. In this view of the case the Committee gave

public notice that they had considered the proposals before them and were of the opinion that they ought not to accept of either: that they had concluded to wait till 5 O'clock in the after noon, and that they were determined to close with the best offer that might then be made exceeding in value the sum of 1,260,000, dollars interest after two years, which shall ultimately be secured to the satisfaction of the Committee. It was now obvious and certain from the fullest proof that the State Companies, had by various means put an end to all further competition as Before the hour of five the Committee of the State Companies, confident as they appeared, that no proposal would be made and carried into effect more beneficial to the State than that which they had already made presented again the same offer of 1,150,000 dollars payable in five years, with interest after the expiration of two years from the signing the deed; and Mr. Livingston informed the Committee by letter, that having consulted with his associates they had come to the determination of not making any further proposals, as that which they had made was their ultimatum, and desiring the Committee to consider *that* as withdrawn, to those who were now upon the ground nor did it appear that any other competitors were likely to come forward. It of course became a serious question with the Committee what was best to be done in the present situation of affairs; whether to pursue the matter with the State Companies to a close, or to break off the negotiations for the present, and to defer the sale to some future period, upon the hope of obtaining more for the land than could now be obtained.

Without recounting the reasons that would operate in the case on either side of the question; which will readily occur to your honors, it will be sufficient to say that the Committee on mature consideration were of the opinion that it was best to attempt further to pursue the business to a close; and accordingly it was then

agreed to invite the Agents of the Companies to a conference and to propose to close a contract with them, if they would add fifty-thousand dollars to their offer. The Agents were accordingly invited to a conference. They waited on the Committee; the proposal was made in form to them; they appeared unwilling to comply. A train of reasoning on the subject took place, pending which a gentleman from Berkshire County, Commonwealth of Massachusetts, was introduced to the Committee, who informed them that he was just arrived in town, that he represented a number of Gentlemen among whom he named Mr. Sedgwick of Stockbridge who wished to become purchasers of the Connecticut Reserve, and wished to know if an offer could be received. The Chairman of the Committee informed him that he knew of nothing that could prevent it, but could not speak the sense of the Committee. Their opinions being asked they thought fit to desire him to withdraw for a short time, with assurance that an answer should be made him—he withdrew—.

The Committee then resolved that they were at liberty to receive further offers unless the Agents of the State Companies should close with the proposal made them by the State Committee; but if they should close with that proposal without delay the Committee would consider themselves bound. The Agents who were still present did there upon accept the said proposal and presented to the Committee a writing as follows.

Hartford 12th of August 1795

Gentlemen.

We the subscribers, for ourselves and our associates, will give for the Western Reserve, so called, the sum of Twelve hundred thousand dollars payable in five years, with interest annually, after the expiration of

two years from the signing the deed, and give security agreeably to the *Act* of the Legislature.

Oliver Phelps.	Elisha Hyde
William Hart.	Matth ^w Nicoll
Ebenezer Huntington	Moses Cleaveland
Samuel Mather Jr	Gideon Granger Jr

The Committee thereupon declared their acceptance of the said offer provided security should be given to their satisfaction.

On Thursday the 13th the Committee took a bond executed by the above named Agents for the sum of One hundred thousand dollars, to the Treasurer of the State, to be forfeited and paid for the use of the State in case they should fail to give security to the acceptance of the Committee for the purchase money, on the 2d day of September, then next. And on motion of the purchasers the Committee adjourned to Wednesday the 2d day of September, then next to meet at the State House in Hartford to take security and convey the lands according to contract.

The Committee beg leave further to Report, that they met according to adjournment on the 2d day of September, and passed and communicated to the purchasers the following order viz: that it will not be expected that a bond will be taken for a sum less than ten thousand dollars, without special reasons. It will be expected that as many bonds taken as there will be deeds executed: that the Grantee or Grantees in each deed sign the bond for the purchase money, as they alone are purchasers in contemplation of Law: and that others in the name of Sureties also sign each bond.

The two following days, Thursday and Friday were occupied in preparing the form of the bonds and the deeds; in procuring a sufficient number of them to be printed, and in examining the security offered by several Companies.

On Saturday the Committee passed and communicated to the purchasers the following vote. "That

a reasonable time has been allowed to the purchasers of the Western Territory to produce their security according to the condition of their bond—the Committee therefore expect the business will be completed this day, nor do they consider it as their duty to attend any longer at the expense of the State: and at 2 O'clock in the afternoon they wrote the purchasers as follows.

“There seems to be no prospect of your being ready to complete the business in hand this day; The Committee wish to be informed whether their further attendance is desired at your expense if so they will adjourn till 9 O'clock on Monday next: if not they will consider themselves at liberty to hold the lands for sale” The Committee having received an answer requesting an adjournment at the time, and on the conditions proposed, adjourned accordingly, and having met according to their adjournment, they were occupied on Monday, Tuesday and Wednesday in concluding the business, the result of which was, they took 36 Bonds, amounting in the whole to 1,200,000 dollars, to the Treasurer of the State. The names of the obligers, both principals and sureties in each Bond together with their several sums and dates may be seen in the Journal of the Committee hereto annexed, and executed under their hands and seals to the purchasers 35 deeds, altogether comprising the whole quantity of the land they were authorized to sell: with all the due formalities acknowledged them before proper authorities and delivered them to the Grantees.

The names of the Grantees in each deed and also the proportion of said lands conveyed by each may be seen in the said Journal: The form of the deeds and bonds are on file for your honors inspection. It will be proper to remark that the bond executed by Oliver Phelps, Thadeus Leavitt, Gideon Granger Jr, Luther Loomis and Ebenezer King Jr for 168,185. dollars is given on demand. Mr. Phelps offered to do this of his own motion to obviate any objection which might arise from the magnitude of the sum secured, and from

the uncertainty of human events: at the same time expecting he should not be called upon sooner than the other purchasers unless the safety of the State should require it.

The Committee having thus brought the contract to a close, lodged the Bonds with the Treasurer and took his receipt therefor, and lodged the same with the Comptroller: and also a certificate in nature of a duplicate thereof at the close of the aforesaid Journal. They are happy to add that they were harmonious in the whole progress of this transaction: that they were ultimately unanimous as to the sale and security taken for the purchase money.

They have taken the personal security contemplated by the *Act* of the General Assembly—they have good ground of confidence that it is now abundantly sufficient—They cannot be certain that in every case it will be so at the expiration of five years: They have endeavored however, to guard against contingencies, they have exercised their best Judgement and nothing remains to complete their satisfaction, but the approbation of this Honorable Assembly, to whose candor the whole is submitted by your Honors most obedient and most humble servants

John Treadwell
 James Wadsworth
 Marion Wait
 William Edmond
 Thos Grosvenor
 Aaron Austin
 Elipah Hubbard
 Silvester Gilbert
 Committee

New Haven
 Oct 14-1795

In House of Rep^s Oct 15-1795

The foregoing report is accepted and approved
 Test. Saml W Dana, Clerk

In the Upper House

The preceding report is accepted and approved
 Test. George Wylls, Secretary

DOCUMENT VIII

ARTICLES OF ASSOCIATION CONNECTICUT
LAND COMPANY, SEPT. 5 1795

From the Records of the Connecticut Land Company,
Vol. XVI, Book 1, Western Reserve Historical
Society.

Art. 1. It is agreed, that the Individuals, concerned in the Purchase made this day of the Connecticut Western Reserve, shall be called The Connecticut Land Company.

Art. 2^d. It is agreed that the Committee appointed by the Applicants for purchasing said Reserve, shall receive, from the Committee of whom said Purchase has been made, each Deed which shall be executed to a purchaser and in their hand shall retain said Deed untill the Proprietor thereof shall execute a Deed in Trust to John Caldwell, Jonathan Brace & John Morgan & the survivors of them & the last Survivor of said three persons & his heirs forever, to hold in Trust for such proprietor; his share in said purchase to be disposed of as directed & agreed in the following Articles.

Art. 3^d. It is agreed, that seven persons shall be appointed by the Company at a meeting to be holden this day at the house of John Lee in Hartford who shall be a Board of Directors for said Company & that said Directors or the Majority thereof shall have power, at the expense of said Company to procure an extinguishment of the Indian Title to said Reserve, if said Title be not already extinguished:—to Survey the whole of said Reserve & to lay the same out into Townships containing sixteen thousand acres each;—to fix on a Township in which the first Settlement shall be made:—to survey that Township into small lots, in such manner as they shall think proper & to sell & dispose of said Lots to actual Settlers only;—to erect

in such Township a Saw-Mill & Grist Mill at the expense of said Company—to lay out & sell five other Townships of sixteen thousand acres each to actual Settlers only, & the said Trustees shall execute Deeds of such part or parts of said Six Townships, as shall be sold by said Directors to said Purchasers, But, in case there shall be any Salt Spring or Springs in said Six Townships, or in any or either of them, said Directors shall not sell said Spring or Springs, but shall reserve the same together with two thousand acres of land inclosing said Spring or Springs. Said Directors shall also have power to extinguish, if possible, the Indian Title if any to said Reserve, & to make all said Surveys, within two year from this date, & Sooner if possible; and when said Indian Title, if any, shall have been extinguished & said Surveys made, said Trustees or a majority thereof shall convey to each proprietor of said Reserve, or any number who shall agree his or their proportion or right therein in severalty, the mode of dividing said Reserve however to be in conformity to the Orders & Directions of the major part of the proprietors assembled at any meeting of the proprietors, convened & holden according to the mode herein after marked out.

Art. 4th. It is also agreed that said Directors shall cause the persons emp[lo]yed by them in surveying said Reserve, to keep a Regular field-Book describing minutely & accurately the Situation, soil, waters, kinds of timber and natural productions of each Township surveyed by them, which Books the said Directors shall cause to be kept in the Office of the Clerk of said Directors & the said Book shall be open to the inspection of each proprietor at all times.

Art. 5th. It is agreed that said Directors shall appoint a Clerk, who shall keep a regular Journal of all the votes & proceedings of said Directors & of the money disbursed by them for the use of the Company & said Directors shall determine the wages of such Clerk;— And the said Directors shall once in a year settle their

accounts with the Company Proprietors, and that all monies received by the Directors for taxes & the sales of lands shall be subject to the disposal and direction of the Company.

Art. 6th. It is agreed that the Trustees shall give certificates agreeably to the form herein after prescribed to all the Proprietors in the original purchases made from this State and that the Grantees from said State shall lodge with the trustees the names of the proprietors for whom they respectively receive Deeds & the proportions of land to which proprietors are entitled, a copy of which shall be lodged by the Trustees with the Clerk of the Directors. It is further agreed, that all transfers made by any proprietor shall be recorded in the Book of the Clerk of the Directors and no person claiming as an Assignee shall be acknowledged as such until his deed shall have been thus recorded.

Art. 7th. It is agreed, in order to enable said Board of Directors to perform & accomplish the business assigned them, that there shall be paid a tax in the proportion of ten dollars on each of the shares of the Company to the Clerk of the Directors to be at the disposal of said Directors for the purposes aforesaid, which said tax shall be paid to said Clerk on or before the sixth day of October next.

Art. 8th. It is agreed that the whole of said Reserve shall be divided into *Four hundred Shares* and that the following mode of Voting by the Proprietors in their meetings, every proprietor of one share shall have one vote, and every proprietor of more than one share shall have one Vote for the first share and then one Vote for every two shares till the number of Forty shares and then one Vote for every five Shares—provided that the question of the time of making a partition of the territory every share shall be entitled to one Vote.

Article 9th. It is agreed that the aforesaid Trustees shall, on receiving a Deed from any purchaser according to the Tenor of these Articles, give to such proprietor a Certificate in the words following.

“This certifies, that A.B.—is entitled to the trust & benefit of — part of the Connecticut Western Reserve Land, so called, as held by John Caldwell, Jonathan Brace & John Morgan — Trustees in a Deed of trust, dated the 5th day of September 1795, to hold said part to him the said A. B. his heirs and assigns according to the terms conditions, covenants and restrictions contained in certain Articles of agreement entered into by the persons composing the Connecticut Land Company, which said share is transferable by assignment Under hand & seal witnessed by two witnesses and acknowledged before any Justice of the Peace in the State of Connecticut or before a Judge of the Court of Common pleas in any of the neighboring states and to be seconded by the Clerk of the Board of Directors”; which said certificate shall be complete Evidence to such person of his right in said Reserve and shall — be recorded by the Clerk of the Directors in the Book which said Clerk shall keep for the purpose of registering Deeds.

Art. 10th. It is agreed, that the first Meeting of said Company be at the State House in Hartford on Teusday the 6th of October next at two of the Clock in the afternoon, at which meeting the mode of making partition shall be determined by the major Vote of the proprietors then present, taking such votes by the principals herein before marked out. It is also agreed, that in all meetings of the Company the proprietors shall be admitted to vote in person or by their proper attorney legally authorized. And it is further Agreed, that there shall be a meeting of the Company at the State House in Hartford at two o’Clock in the afternoon the Monday next before the second Thursday in October 1796 and another meeting of said Company at the Same place at two oClock in the afternoon, the Tuesday next before the second thursday in October one thousand seven hundred & ninety seven; and, that the said Directors shall have power to call occasional Meetings at such times as they may think

proper, but such Meetings shall always be at Hartford and said Directors shall give notice in some one News Paper in each County in Connecticut where Newspapers are published of the time & place of holding said Meeting, whether State or occasional by publishing such notification in such papers under their hand, for three weeks successively within six weeks next before the day of such Meeting.

Art. 11th. And whereas some of the proprietors may chuse that their proportion of said Reserve should be divided to them in one lot or location. It is agreed, that in case one third in value of the Owners shall after a survey of said Reserve in Townships, signify to said Directors or Meeting a request, that such third part be set off in manner aforesaid, that said Directors may appoint three Commissioners who shall have power to divide the whole of said purchase into three equal parts, equal in value according to quantity, quality and situation, and when said Commissioners shall have so divided said Reserve & made a report in writing of doings to said Directors describing precisely the boundaries of each part, the said Directors shall call a meeting of said proprietors giving the notice required by these articles and at such Meeting, the said three parts shall be numbered and the numbers of each part shall be written on a separate piece of paper and shall in the presence of such Meeting be, by the Chairman of said Meeting put into a box and a person, appointed by said Meeting for that purpose, shall draw out of said Box one of said Numbers and the part, which shall be designated by such number, shall be apparted to such person or persons requesting such a severance & the said Trustees shall upon receiving a written direction, from said Directors for that purpose execute a Deed to such person or persons accordingly, after which such person or persons shall have no power to act in said Company.

Art. 12th. It is agreed that the Company shall have power by a major vote to raise money by a Tax on the

proprietors to be apportioned equally to each proprietor according to his interest, and in case any Proprietor shall neglect to pay his proportion of said Tax within fifty days where the Proprietors live in the State if out of the State within one hundred and twenty days after the same shall have become payable and after the publication thereof in the News Papers of this State in the manner provided for warning meetings, that the Directors shall have power to dispose of so much of the Interest of such Delinquent proprietor in said Reserve as may be necessary to pay the Tax so as aforesaid due and unsatisfied and in case any proprietor shall neglect to pay the Tax of ten Dollars upon a share, agreed to be paid by these Articles, within Fifty days after the time of payment so much of his share as will raise his part of s^d Tax may be sold as afores^d.

Article 13th In case of the death of any one or more of the Trustees the Company may appoint a successor to such deceased person or persons in said trust and upon such appointment being made the surviving Trustee or Trustees shall pass a deed or deeds to such successor or successors to hold the premises as Co-trustees with the said surviving trustees in the same manner as the original trustees hold the same.

Article 14th It is agreed that the Directors in transacting the business of said Company according to the articles aforesaid shall be subject to the controul of said Company by a Vote of at least three Fourths of the Interest of said Company.

Hartford Sep^t 5th 1795.

Asher Miller
 Eph^m Kirby
 Elijah Boardman
 Uriel Holmes Jun.
 Ephraim Starr
 Luther Loomis
 Roger Newberry
 (for Justin Ely)

Oliver Phelps
 Gidⁿ Granger J^r
 Zephaniah Swift
 Moses Cleaveland
 William Law
 James Johnston
 Eliha Hyde
 Uriah Tracy

Elisha Strong
 Joshua Stow
 Jazeb Stocking
 Solomon Cowles
 Jonathan Brace
 Dan¹ L. Coit
 Jos. Howland
 Pierp Edwards
 James Bull
 Titus Street
 W^m Judd
 Robert C Johnson
 Samuel P. Lord
 W^m M. Bliss
 John Stoddard
 W^m M. Bliss
 William Battle
 Benajah Kent
 Tim^o Burr
 Eliphalet Austin
 Joseph C. Yates }
 Samuel Mather }
 Silvanus Griswold
 Henry Champion 2nd
 Asahel Hatheway
 Wm Lyman
 David King
 Aaron Olmsted
 John Wyles

Daniel Holbrook
 Eph^m Root
 Solomon Griswold
 Thaddeus Leavitt
 Ebenezer King Jr.
 Roger Newberry
 Elijah White
 Enoch Perkins
 Wm. Hart
 Samuel Mather Jr.
 Caleb Atwater
 Nehem^b Hubbard Jr.
 Lemuel Storrs
 Joseph Williams
 Peleg Sanford

In behalf of themselves
 and their associates in Al-
 bany State of New York.

DOCUMENT IX

THE DEED OF TRUST FROM THE CONNECTICUT LAND COMPANY TO JOHN CALDWELL, JOHN MORGAN, AND JONATHAN BRACE AS TRUSTEES FOR THE COMPANY.

From the Samuel Williamson Transcripts, 93-94.

This Indenture made the fifth day of September in the Year one thousand seven hundred and ninety five by, and between Oliver Phelps, Robert Charles Johnson, Moses Cleveland, William Judd, James Johnston, William Law, Daniel Holbrook, Pierpont Edwards, James Bull, Elisha Hyde, Uriah Tracey, Luther Loomis, Ebenezer King Jun, Roger Newbury, Ephraim Root, Ephraim Kirby, Uriel Holmes, Peleg Sanford, Solomon Cowles, Elijah Boardman, Solomon Griswold, Henry Champion 2^d Samuel P Lord, Jazeb Stocking, Joshua Stow, Timothy Burr, Caleb Atwater, Titus Street, Elias Morgan, Daniel Lathrop Coit, Joseph Howland, Asher Miller, Ephraim Starr, Joseph Williams, David King, Joseph Pratt, Nehemiah Hubbard Jun^r, William Hart, Samuel Mather Jun^r, Sylvanus Griswold, Enoch Perkins, Asahel Hathaway, William Lyman, John Stoddard, Aaron Olmstead, John Wyles, Gideon Granger Jun^r of the first part, and John Caldwell, John Morgan and Jonathan Brace all of Hartford in the State of Connecticut, of other part Witnesseth that Whereas John Treadwell, James Wadsworth, Marvin Wait, William Edmond, Thomas Grosvenor Aaron Austin, Elijah Hubbard, and Sylvester Gilbert Esquires, in persuance of the Trust, and, Authority reposed in them by Resolve of the General Assembly of said State, have in behalf of said State, in and by seperate Deeds bearing date the second day of September One thousand seven hundred and ninety five, but delivered on the fifth day of said September immediately before the Ensealing, and delivery hereof,

Quited to the said parties of the first part, and their Heirs forever, all Right, Tittle, and Interest, Juridical, and Territorial in, and to the Lands of said State lying West of the West Line of Pennsylvania, as claimed by said last mentioned State, which said Lands are otherwise called the Connecticut western reserve, to be held by the said Parties of the first part as Tenants in common, as by the aforementioned Deeds, reference thereto being had, may more fully appear—And Whereas to the intent, and purpose, that the said parties of the first part, and others their Associates interested in the purchase of said Lands may Enjoy all the benefits to be derived from the well managing, and convenient disposal thereof, it is found to be necessary, and expedient that the premisses should be Conveyed to the said John Caldwell John Morgan, and Jonathan Brace, and to their Survivors, or Survivor of them, and to the heirs of such Survivor, To have, and to Hold the premises in Trust for the benefit, and behoof of the said parties of the first part, and others their associates, and their respective Heirs and Assigns according to their several, and respective proportions, and Rights, to have and enjoy the Trust, and benefit of the premisses, which several proportions and Rights, shall by said Trustees be certified to said several, and respective parties of the first part, and their Associates, and said John Caldwell, John Morgan, and Jonathan Brace, and the Survivors and Survivor of them, and the Heirs of such Survivor, shall hold the premisses and Appurtinances in Trust for the purposes aforesaid according to the Terms, provisions, restrictions, covenants, and agreements, contained in the Articles of agreement, constituting the Connecticut Land Company, the same being of even date herewith, signed by Oliver Phelps, Gideon Granger Jun^r, Zephaniah Swift, Moses Cleveland, William Law, James Johnston, Elisha Hyde, Uriah Tracey, Daniel Holbrook, Ephraim Root Solomon Griswold, Thadeus Leavitt, Ebenezer King Jun^r, Roger Newbury, Elijah White, Enoch

Perkins, William Hart, Samuel Mather Jun^r, Caleb Atwater, Nehemiah Hubbard, Jun^r, Lemuel Storrs, Henry Champion Jun^r, Joseph Williams, Peleg Sanford, and others, refferrance being had to said Articles in the same manner as if they were herein recited at full length—Now therefore the said parties of the first part in consideration of the premisses, and for the purposes aforesaid, and also in consideration of one Dollar to Us in hand paid by said parties of the second part, Have severally and respectively Remised, released, quit Claimed, and conveyed, and do hereby remise, release, Quit Claim and Convey to the said John Caldwell, John Morgan, and Jonathan Brace, and to the Survivors, and Survivor of them and the Heirs of such Survivor, all the Interest, Right and Tittle Juridical and Territorial which the said parties of the first part, or any of them have, ever had, or ought to Have by vertue of the aforesaid first mentioned Deeds, in and to the premisses viz the Lands of Connecticut lying West of the West Line of Pensylvania as Claimed by the last mentioned State To Have, and to Hold the premisses, and the Appurtenances thereof to them the said John Caldwell, John Morgan and Jonathan Brace, and the Survivors, and Survivor of them, and to the Heirs of such Survivor In Trust for the benefit, and behoof of the said parties of the first part and their Associates, and their respective Heirs, and Assigns, according to the terms, provisions, restrictions, covenants, and agreements, contained in said Articles of Agreement, constituting said Connecticut Land Company, and the said parties of the first part, severally, each for himself his heirs, Executors, and Administrators Covenant, that they have not in any way incumbered the premisses excepting by a Deed of even date herewith Executed by the said parties of the first part, releasing and Quit Claiming to Oliver Phelps, William Hart, Samuel Mather Jun^r Ebenezer Huntington Moses Cleveland, Elisha Hide, Matthias Nicholl, and Gideon Granger Jun^r all the Right and Tittle of the said parties

of the first part, in and to so much of the afore described Lands as is over and above three Millions of Acres exclusive of the Waters of Lake Erie and of all prior Grants and incumbrances, which Deed was Executed to the Grantees therein named in Trust according to the terms therein expressed, refference thereto being had, In Witness whereof We the afore-named parties have hereunto interchangably set our Hands and Seals the Day and Year first above written

Signed Sealed and delivered	John Morgan	Seal	
In presence of	Jonathan Brace	Seal	
Samuel Wyllys	Asher Miller	Seal	
James Thomas	Luther Loomis	Seal	
Roger Whittlesey Witness	Pierpont Edwards	Seal	
to the Signature of Pier-	Gideon Granger Jun ^r	Seal	
pont Edwards Nathan	Elias Morgan	Seal	
Elliott Witness to Joseph	Roger Newbury	Seal	
Williams and William	John Caldwell	Seal	
Law signing the above	Joseph Williams	Seal	
Deed—	William Law	Seal	
Elijah Bordman	Seal	Moses Cleveland	Seal
William Judd	Seal	James Johnston	Seal
Robert C. Johnson	Seal	Henry Champion 2 ^d	Seal
Asahel Hathaway	Seal	Nehemiah Hubbard Jr.	Seal
John Stoddard	Seal	Solomon Griswold	Seal
William Lyman	Seal	James Bull	Seal
David King	Seal	Ephraim Root	Seal
Enoch Perkins	Seal	William Hart	Seal
Uriah Tracey	Seal	Daniel Holbrook	Seal
Uriel Holmes Jun ^r	Seal	Samuel Mather Jun	Seal
Aaron Olmstead	Seal	Joseph Howland	Seal
John Wyles	Seal	Daniel Lathrop Coit	Seal
Samuel P. Lord	Seal	Elisha Hyde	Seal
Peleg Sanford	Seal	Solomon Cowles	Seal
Jazeb Stocking	Seal	Caleb Atwater	Seal
Ebenezer King	Seal	Oliver Phelps	Seal
Joshua Stow	Seal	Ephraim Kirby	Seal
Ephraim Starr	Seal	Timothy Burr	Seal
		Silvanus Griswold	Seal

Hartford County ss City of Hartford September the Eighth One thousand seven hundred, and ninety five personally appeared, Ephraim Starr. Moses Cleveland James Johnston, Henry Champion 2^d Nehemiah Hubbard Jun^r, Solomon Griswold, James Bull, Ephraim Root, William Hart, Daniel Holbrook Samuel Mather Jun^r, Joseph Howland, Daniel Lathrop Coit, Elisha Hyde, Solomon Cowles, Caleb Atwater Oliver Phelps, Ephraim Kirby, Timothy Burr, Silvanus Griswold. Elijah Boardman, William Judd Robert Charles Johnson, Asahel Hathaway, John Stoddard, William Lyman, David King, Enoch Perkins Uriah Tracey, Uriel Holmes Jun^r, John Wyles, Aaron Olmstead, Samuel P. Lord, Peleg Sanford, Jabez Stocking, Ebenezer King Jun^r, Joshua Stowe, John Morgan, Jonathan Brace, the Signers & Ensealers of the within Instrument and acknowledged the same to be their free Act and Deed Before Me—

Samuel Wyllys Justice of the Peace

Hartford County ss City of Hartford September the ninth One thousand seven hundred ninety five personally appeared Asher Miller, and Luther Loomis the signers and Ensealers of the within Instrument, and acknowledged the same to be their free Act & Deed Before Me—Samuel Wyllys Justice of the Peace

Hartford County ss Hartford September the ninth One thousand seven hundred and ninety five personally appeared Pierpont Edwards, Jonathan Brace, and Gideon Granger Jun Signers Sealers of the within Instrument, and acknowledged the same to be their free Act and Deed Before Me Samuel Wyllys Justice of the Peace.

Hartford County ss Hartford September the sixteenth one thousand seven hundred & ninety five personally appeared, Roger Newbury, John Caldwell, and Elias Morgan Signers and Sealers of the within Instrument, and acknowledged the same to be their free Act and Deed Before Me Samuel Wyllys Just Pacis

Hartford County ss City of Hartford October sixth day A. D. 1795 personally appeared Joseph Williams and William Law, Signers and Sealers of the within Instrument and acknowledged the same to be their free Act and Deed Before Me—Samuel Wyllys Just Pacis

Received April 8th 1796 And here Recorded Test Samuel Wyllys Secretary.

DOCUMENT X

THE AGREEMENT OF THE CONNECTICUT
LAND COMPANY WITH WILLIAM HULL AS
SUCCESSOR TO THE EXCESS COMPANY:
ABSORPTION OF THE RIGHTS OF THE
EXCESS COMPANY BY THE CON-
NECTICUT LAND COMPANY.

(Ms. Records of the Connecticut Land Company,
Western Reserve Historical Society, Vol. 17,
Book 3.)

Articles of Agreement entered into by the Connecticut
Land Company on one Part and William Hull of
Newton Middlesex County & Commonwealth of Mas-
sachusetts Esq^r, & Sole Assignee of John Livingston
Esq on the other part—Witnesseth—

That whereas, the said John Livingston in behalf of
himself & Associates of the one part, & Oliver Phelps,
William Hart, Samuel Mather Jun^r., Ebenezer Hunt-
ington, Moses Cleaveland, Elisha Hide, Matthias
Nicholl & Gideon Granger Jun^r, in behalf of themselves
& associates of the other part, on the 12th Day of
August 1795 did enter into Articles of Agreement in
the word following (Viz)

And whereas the said Oliver Phelps &c did on the 2^d
Day of Sep^t 1795 in behalf of themselves & their said
Associates, effect a purchase of the Land referred to in
said Contract, of the State of Connecticut;—And
whereas said Purchasers did on the 5th Day of said
Sept. by their Deed of that Date, convey to the said
Oliver Phelps &c. so much of said Western Reserve
as is over & above 3,000,000 Acres exclusive of the
waters of Lake Erie & of all prior Grants & incum-
brances of every kind, to have & to hold to them the
said Oliver Phelps &c forever, in trust, & for the sole
purpose of enabling the said Oliver Phelps &c to fulfill

& compleatly comply with said Contract made with said Livingston provided he the said Livingston should compleatly fulfill & perform all things which he by s^d Contract had engaged to perform—and wherever said John Livingston on the 7th Day of April 1796, did by his Deed of Assignment under his hand & Seal by him well executed, sell assign & transfer unto said Hull his heirs & assigns forever all his right, title & Interest in & unto said Contract, which said Deed of Assignment is in the words following (Viz)—

And whereas the said Hull hath requested, that said Land to which he is or shall be entitled to by virtue of said Contract & assignment, should by said Oliver Phelps &c be conveyed to John Morgan, John Caldwell & Jonathan Brace Esq^r's all of Hartford in Hartford County in trust & for the purpose, that they the said John Morgan, John Caldwell & Jonathan Brace & the Survivor or survivors of them & the heirs of said Survivor, should stand Seized of the s^d Land in trust for the said William Hull his heirs or Assigns according to the true intent & meaning of the said Contract so made by the aforesaid Livingston with said Oliver Phelps &c and whereas the said Connecticut Land Company are willing that the said Oliver Phelps &c should convey the land so held by them in trust as aforesaid, to said John Morgan, John Caldwell & Jonathan Brace, according to the request of said Hull.

It is agreed by said Land Company on their part & they do hereby consent that said Oliver Phelps &c may convey to said Morgan, Caldwell & Brace in trust, that the said Morgan Caldwell & Brace & the Survivor or Survivors of them, & the heirs of said Survivor may stand Seized of said Land so as aforesaid conveyed to said Oliver Phelps &c, in trust for him the said W^m Hull his heirs and assigns; & to be by said Morgan, Caldwell & Brace, conveyed to said Hull his heirs and assigns, whenever he the said Hull shall on his Part have fully complied with, fulfilled & performed every matter & thing which was by said Contract to

have been fulfilled & performed by said Livingston on his Part; and whenever the quantity said Excess shall have been ascertained according to said Contract & the Stipulation herein after expressed, & when the said Hull's proportion in severalty Shall have been ascertained & Apparted according to the principles of the Association entered into by said Land Company and the Mode of Partition as the same shall be agreed on upon by said Company, and whenever the said Hull his heirs or assigns, shall have secured to the Directors of said Company to & for the use of said Company, his Proportion according to said Excess, of 12,000,000 [sic] Dollars being the Sum at which the whole of said tract of Land was purchased of said State, the payments of said proportion to be made by the said Hull his heirs or assigns at the same time & in the same mode as the Proprietors of said Land Company are holden to pay for the said Land to said State of Connecticut But it is to be distinctly understood, that the said Hull shall become bound to the Directors of said Company to & for the use of said Company in a Covenant that he the said Hull will take his Proportion of said Land if there shall be any excess over 3,000,000 acres as aforesaid on the same terms with the Proprietors of said Land Company before said Morgan, Caldwell & Brace shall have a Deed in trust executed to them as aforesaid by s^d Oliver Phelps & that he shall & will bear his Proportion of all expenses.

And said Hull agrees, that, untill a compleat Partition Shall be made according to the Principles of said Association, and the articles of agreem^t herein contained, the said Land Comy Shall & may manage said Connecticut Reserve according to the Articles of their said Association as well their s^d Excess, as s^d 3,000,000 acres of Reserve—And it is agreed that in case either said Directors or said Hull Shall neglect or refuse to appoint the Surveyor which by these Presents they have a right to appoint or either of the Surveyors appointed to ascertain the quantity of Land as afors^d

shall fail or neglect to proceed & ascertain said quantity that it shall be competent for the other surveyor which shall be appointed to proceed on said Business, to compleat the Same & make his report accordingly, the same shall be conclusive on s^d parties as to quantity And it is further agreed that the said trustees to whom said Oliver Phelps &c are to convey said Excess in Trust as aforesaid, may grant to said Hull or such person as he may direct a Certificate or Certificates expressive of the trust mentioned & stated in said Deed of trust.

And it is agreed that the Stagnant Waters in the mouths of all Creeks & Inlets & the Stagnant Waters of all Harbours and Bays emptying into or communicating with Lake Erie shall (in Surveying said Reserve) be considered as the waters of Lake Erie.

And if the said Surveyors Shall disagree with respect to what are the Waters of Lake Erie they are hereby authorized to determine such disagreement by calling to their aid the assistance of a third person, in such manner as they may think proper.

And whereas it is made a question by said Hull, whether he the said Livingston or he said Hull as representative & assignee of said Livingston by force of said Contract is holden and obliged to pay his part & proportion of the Money paid by said Land Company to James Sullivan Esq^r of Boston for a relinquishment of all his Right & title in & to s^d Land, by four of a Contract entered into by said Sullivan with s^d Oliver Phelps &c the Parties to these presents hereby agree to submit to the Arbitrament & determination of the Judges who shall compose the Circuit Court of the United States, to be holden at s^d Hartford on the 25^t^h Day of September 1797, the decision and determination of said Question, and it is agreed that said Judges shall determine the same on legal Principles; & the said Hull agrees that in case said Judges shall decide said Question in favour of said Land Company, that he will pay to the Clerk

of the Directors into and for the use of said Company his proportion of the money so as aforesaid paid to said Sullivan.

And it is agreed by the Parties of these Presents, that said Arbitration Shall be holden at some Place convenient to Said Judges in s^d Hartford, on said 25th Day of s^d September and said Judges shall have Power to adjourn from time to time, so as that they make & publish their award on or before the 5th Day of October then next following—And the said Hull further agrees, that the Directors of said Company may proceed to sell the six townships in said Reserve, according to the Articles of Association entered into by s^d Company & he hereby ratifies any sale or sales, which have been or shall be made by said Directors of said Six townships—It is however agreed by said Company, that said Hull shall be entitled to his proportion of the avails of said Six townships in the same manner & upon the same principles as the Proprietors of said Land Company, an[d] entitled to the avails thereof according to the terms of said Articles of Association.—And whereas a part only of the Indian title to s^d Connecticut Reserve is extinguished—it is agreed by the Parties hereto, that said Hull shall be entitled to no more than his ratable Shares in said Excess in that part where the Indian Title is extinguished, & that he said Hull shall take his ratable Share of said Excess in that part of said Reserve where the Indian title is not extinguished and it is further agreed that after an appreciation or equalization of that part of said Reserve, the Indian title whereof is already extinguished, shall have been made in the manner pointed out in the mode of partition that may be agreed upon by said Com^y and an arrangement for the Purposes of the Partition shall have been compleated according to said Mode said Hull shall take his ratable shares in the same manner & upon the same principles on Which the said Proprietors are to take their respective shares—and whenever the Indian title to the residue of said Reserve shall have been extinguished

said Hull Shall take his ratable Share in the manner aforesaid—And whereas it is expedient that the real quantity of said Reserve Land be ascertained for the mutual satisfaction of the Parties hereunto, they therefore agree that a Surveyor to be appointed by the Directors of said Company for that purpose and at the expense of said Company in conjunction with a Surveyor to be appointed by said Hull for the same purpose and at the expense of said Hull, as soon as may be, shall together survey said Connecticut Reserve and ascertain the exact quantity of Land therein exclusive of the waters of Lake Erie, and that the joint Report of said Surveyors as relative to the Quantity therein contained, shall be binding & conclusive on both of said Parties.

DOCUMENT XI

THE MODE OF PARTITION OF THE WESTERN
RESERVE, APRIL, 1796.

From the Records of the Connecticut Land Company, Vol. XVI, Book 6. These are original manuscripts in the Western Reserve Historical Society.

The Mode of Making Partition of the *Western Reserve*, determined upon, by the Connecticut Land Company, at their Meeting held at Hartford by adjournment, on the first tuesday of April 1796.

Resolved,

That after so much of the Western reserve as is free from Indian Claims shall have been surveyed into Townships according to the Third Article of our Constitution—The Proprietors shall, at a meeting of said Proprietors, legally warned for that purpose, elect and appoint Three or more judicious Persons who or a majority of them shall be a Committee to divide s^d parts of said Reserve according to its relative Value—and for that purpose said Committee shall, as soon as may be, go upon the said Land, and shall view & explore the same and shall then select from the Land which shall not have been previously disposed of by Our Directors, four Townships in said part of said Reserve, which they judge to be of the greatest value, on acct of their Situation, Natural Advantages &c which said four Townships shall by said Committee be divided into Lots of Such Size as they shall judge proper, not less than one hundred Lots in each of said Towns, and each and every Person or Persons Intitled to one or more shares of said Reserve (each share being one four hundredth part of said Reserve) shall be allowed to draw, in the order hereafter mentioned by Lot, for each Share by him or them held, One or more Lot

or Lots in said Towns—as said Committee shall determine—The Committee shall then proceed to make an Estimate of the remaining Townships for which purpose they shall select so many of the remaining Townships, as they shall judge necessary to appropriate for equalizing said Townships—which Townships thus selected shall be the next in quality and goodness to the four Townships first mentioned—After which they shall ascertain the first remaining best Township or Townships, if there should be two or more Townships of an equal value—They shall then set apart and annex to each Township of a value Inferior to the Township or Townships last mentioned, so many acres from some One of the Towns selected for the purpose of Equalizing as afores^d as they shall judge necessary to make said Townships equal in value to the Township or Townships next in Value to the Land selected as afores^d—and the Townships which shall be selected for the purpose of equalizing as aforesaid shall by s^d Committee be designated and made known by being numbered and described by their meets and bounds & each and every fractional part of said Town & each of them shall also be designated & made known by being numbered & also by being described by particular meets & bounds & said Committee shall also accurately state and describe to what particular Township of inferior value each particular fractional part of s^d selected Townships is annexed and also the number of acres contained in said fractional part—and said Committee shall cause said fractional parts of s^d equalizing Townships to be surveyed & shall also cause said first mentioned four Townships to be surveyed & shall describe by number & by meets and bounds each lot in said four Townships & shall also ascertain & determine the number of lots in said four Townships which shall be drawn for by each share or four hundredth part—And in case it shall happen that said land cannot all be surveyed into Townships of Sixteen thousand Acres said Committee shall annex to the part or parts of s^d

land which cannot be surveyed into Townships of the aforesaid size so much of the aforesaid Townships which shall be set apart to equalize s^d Townships of Inferior value as will render s^d part or parts which cannot be surveyed as aforesaid equal in value to the best Town or Towns after s^d selected Towns & s^d part or parts with the lands annexed to them shall be considered as Towns & as such shall be drawn for upon the division of said property immediately after completing s^d valuations & allotment s^d Committee shall deposit with the Clerk of the Company a Compleat & full report of their doings which report shall by s^d Clerk be recorded in the Company's books at full length— And said Clerk upon the reception of said report shall notify the Directors thereof who shall immediately call a meeting of the proprietors for the purpose of division & the business of said meeting shall be specified in the notification thereof—At which meeting said intire Townships together with the Lands annexed to them if any & said part or parts which could not be surveyed into Townships with the Lands annexed to them shall be drawn for by lot—which drawing shall be by putting the number of each Township and also the number of each part which cannot be surveyed into a Township into a box & in the presence of s^d meeting s^d number shall by said Clerk be drawn against the name of each proprietor arranged in Alphabetical order & when there shall be several persons who shall be intituled to one Township only the number shall be drawn against that partner's name who stands first in alphabetical order—and the lots in said four Townships shall be drawn for in the same manner—If there should be any proprietors who shall be intituled to a part of a Township or a part of a lot only whether from the smallness of their interest or otherwise then & in that case if so many proprietors as shall be intituled to a Township or lot (shall agree to take a Township or lot) in Common they shall have a right to draw for a Township or lot upon the same principle

& in the same manner as is above provided but if such Proprietors shall not agree to draw together for a Township or lot the Proprietors at s^d meeting shall appoint three persons who shall determine what proprietors shall join in drawing a Township or lot & s^d proprietors shall draw accordingly so that all the property shall be drawn by an interest that has a right to a Township or lot—and in such mode that each Proprietor shall have his just proportion of s^d lands and in case the proprietors who shall jointly as afores^d draw any Township or lot cannot agree upon an actual Partition then the first mentioned Committee or others to be appointed for that purpose shall upon application of a Major part of said proprietors at the expense of the Company by going upon the lands or otherways as they shall Judge proper appoint & set off in severalty to each Proprietor of each Town or lot his share & proportion in such Township Lot or Tract apparted as aforesaid having reference to quantity & quality & when said Committee shall have so apparted & set off to each Proprietor his share & proportion as aforesaid said Committee shall lodge with s^d Clerk a description of each Proprietors share or proportion therein ascertained which shall be accorded by said Clerk—and in case the Committee that may be elected for the purposes aforesaid or any one or more of them shall neglect or become incapable to perform the business of s^d appointment there & in such case the proprietors may at a meeting warned for that purpose elect any one or more new Committeeman to serve in the place of such person or persons as may neglect to act or become incapable of acting—Whenever a partition of s^d lands shall be made as is herein provided & shall be returned to the Clerk of the Directors the same shall be by said Clerk recorded in the Companies books and a list of each proprietors share which shall be set to him as afores^d shall with a true Copy of the doings of s^d Committee be by s^d Clerk transmitted to the trustees appointed by this Company &

thereupon s^d Trustees shall be authorized to & shall convey in fee simple to each proprietor his share in severalty according to the Constitution of this Company & each proprietor of a Township or lot after the first general division shall have been recorded by s^d Clerk & previous to the division between the proprietors of a Town or lot shall have good right to a conveyance of his part of s^d land for which purpose s^d Clerk shall transmitt to said Trustees a Copy of s^d general division—It is further agreed that whenever the Indian Claim to the residue of s^d land shall be extinguished and s^d land surveyed a Division of that part of s^d lands shall be made upon the principle & in the manner aforesaid—and the Proprietor or proprietors of the excess of three millions of acres of land, if any (whenever Partition of said Reserve is Made as aforesaid) Shall be entitled to draw for his or their share, or the land by them respectively owned in the same manner and under the same regulations in every respect as the Proprietors of the Land Company Shall draw for their Land—Provided, nevertheless that nothing contained in the foregoing Resolutions Shall divest any Proprietor or proprietors, of the Rights Vested in him or them by the eleventh Article of the Constitution of the Company.—

A true Copy

Epraim Root Clerk

DOCUMENT XII

DEEDS AND CERTIFICATES OF TRANSFER.

(The first, a deed from Connecticut to one of the members of the Connecticut Land Company, is from the Society's certified transcript of Records of the Connecticut Land Company, Vol. XVIII., Book 5. Each member received such a deed from the State for his undivided share in the lands purchased. The second is a deed given by the Trustees for the Connecticut Land Company to individuals after the allotment of lands, Miscellaneous Old Papers, no. 165. The third document is a certificate of transfer, transcript from the Register of Certificates in the Office of Secretary of State, Hartford.)

To All People to whom these Presents Shall Come—
Greeting

Whereas the General Assembly of the State of Connecticut at their session holden at Hartford in Said State on the Second Thursday of May Anno Domini One thousand seven hundred and Ninety five, Passed a Resolve in the words following viz:—
“Resolved by this Assembly that a Committe be appointed to receive any Proposals that may be made by any Person or Persons whether inhabitants of the United States or others for the purchase of the lands belonging to this State lying West of the West line of Pennsylvania as Claimed by Said State, And the Said Committe are hereby fully Authorized and Empowered in the Name and behalf of this State to Negotiate with any such Person or Persons on the Subject of Such proposals and also to form and Complete any Contract or Contracts for the Sale of Said lands, and to make and execute under their hands and seals to the purchaser or purchasers a deed or deeds duly

authenticated quitting in behalf of this State all right, title, and interest judicial and Territorial in and to the Said lands to him or them, and to his or their heirs forever,—That before the Executing of Such deed or deeds the purchaser or purchasers Shall give their personal Note or Bond Payable to the Treasurer of this State for the purchase Money, carrying an interest at Six Per Centum per annum Payable Annually, to Commence from the date thereof, or from such future Period, not exceeding two years as Circumstances in the opinion of the Committee May require, and as may be agreed upon between them and said purchaser or purchasers, and good and Sufficient Sureties, inhabitants of this State, or with a Sufficient deposit of Bank or other Stock of the United States or of the Particular States, which Note or Bond Shall be taken Payable at a period Not More remote than five years from the date, or if by Annual installments So that the last installment be Payable within ten years from the date, Either in Specie, or in Six per cent, three Per cent or deferred Stock of the United States, at the discretion of the Committe.—

That if the Committe Shall find that it will be Most beneficial to the State or its Citizens to form Several Contracts for the Sale of Said lands they shall not Consumate and of the Said Contracts Apart by themselves while the others lye in a train of Negotiation only, but all the Contracts which taken together Shall Comprise the whole quantity of the Said land shall be consumated together, and the purchasers Shall hold their respective Parts or Proportions as tenants in common of the whole tract or territory and not in Severalty,—That the Said Committe in whatever Manner they Shall find it best to Sell the Said lands whether by the entire Contract, or by Several Contracts Shall in no Case be at liberty to Sell the whole quantity for a principal Sum of less than one Million of dollars in Specie, or if day of Pay-

ment be given for a Sum of less value than One Million of dollars in Specie with interest at Six per cent per Annum from the time of Such Sale,—And Also a further Resolve in the words following viz:—This Assembly do appoint John Treadwell, James Wadsworth, Marvin Wait, William Edmond, Thomas Grosvenor, Aaron Austin, Elijah Hubbard, and Silvester Gilbert Esquires A Committe to Negotiate a Sale of the Western lands belonging to this State lying West of the West line of Pennsylvania as Claimed by Said State, According to a Resolve for that purpose Passed at the present Session of the General Assembly” Now KNOW YE, that one John Treadwell James Wadsworth, Marvin Wait, William Edmond, Thomas Grosvenor, Aaron Austin, Elijah Hubbard, and Silvester Gilbert being the Committe Named in Said last Recited Resolve, in pursuance of And Agreeable to the trust reposed in us by Said recited resolve, having formed Sundry Contracts with divers persons for the Sale of Said lands which Contracts taken together Comprise the whole quantity of Said lands, for the Consideration of the Sum of Twenty two thousand eight hundred and forty Six dollars Secured to be Paid agreeable to the tenor of Said Resolves to the full Sales fraction of Said Committe by Caleb Atwater of Wallingford in the County of New Haven and State of Connecticut, the Receipt whereof is hereby acknowledged do by these presents in behalf of the State of Connecticut quit to the Said Caleb Atwater and to his heirs forever all right, title and interest judicial or Territorial in and to twenty Two thousands eight hundred and forty Six twelve hundred thousandths of the lands described in Said first Mentioned Resolve to be held by the Said Caleb Atwater as tenant in Common of Said whole tract or territory with the other purchasers, and not in Severalty,—

In testimony whereof we have hereunto Set our hands and Seals the Second day of September Anon

Domini one thousand Seven hundred and Ninety five,—
Signed, Sealed and delivered

in presence of		John Treadwell
Samuel Wyllys	}	James Wadsworth
Jonathan Ingersoll		Marvin Wait
		William Edmond
		Thomas Grosvenor
		Aaron Austin
		Elijah Hubbard
		Silvester Gilbert

To all People to whom these Presents shall come:

GREETING.

Whereas we John Caldwell, John Morgan and Jonathan Brace, are Trustees for the Connecticut Land Company, as by an indenture made the fifth day of September, A. D. 1795, between the purchasers of the Connecticut Western Reserve of the first part, and us the said Caldwell, Morgan and Brace of the second part, reference thereto being had may more fully appear.

AND WHEREAS in consequence of a partition made by the Connecticut Land Company, in pursuance of the constitution, votes and proceedings of said Company, (reference thereto being had) Samuel Hale and William W. Williams have become entitled to receive from us the said Trustees a conveyance of all our legal estate and interest in and to Lot Number Seventy three in Township Number Eleven in the Seventh Range in the County of Trumbull in the State of Ohio, containing one Hundred & fifty-five acres $\frac{400}{1000}$ ths of an acre, bounded North on lot No. Eighty three $\frac{\text{chs.}}{34} \frac{\text{lbs.}}{90}$ East on lot Number Seventy two 44.41. South on lot Number Sixty three 35.03. and West on lot Number Seventy four 44.46—

Therefore we the said John Caldwell, John Morgan and Jonathan Brace, in execution and fulfilment of the trust vested in us as aforesaid, do hereby remise, release, quit-claim and convey to the said Hale and Williams—and their heirs and assigns the aforesaid

described premises, aparted and set off as aforesaid. To HAVE AND TO HOLD, the same in the aforesaid proportion to Them the said Hale and Williams—their—heirs and assigns forever, to their own proper use benefit and behoof—

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 14th day of May in the Year of our Lord one thousand Eight Hundred & three—

Signed, sealed and delivered,	John Caldwell
in presence of	Jon ^a Brace.
Ep ^m Root	Jn ^o Morgan
Oliver Kingsbury.	

State of Connecticut Hartford May 14th 1803—

Personally appeared, John Caldwell, John Morgan, and Jonathan Brace, Esquires, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me,

Ep^m Root
Just^s Peace

This certifies. That Joseph Perkins is entitled to the Trust and Benefit of Sixteen Thousand Twelve Hundred Thousandths of the *Connecticut Western Reserve*, so called, as held by *John Caldwell, Jonathan Brace and John Morgan*, Trustees in a Deed of Trust, dated the fifth day of *September* One Thousand Seven Hundred and Ninety five to hold said proportion or share to him the said Joseph and to his Heirs and Assigns, according to the Terms, Conditions, Covenants and Exceptions contained in the said Deed of Trust, and in certain Articles of Agreement entered into by the persons composing the *Connecticut Land Company*; which said Share is transferred by Assignment, under Hand and Seal, witnessed by two witnesses, and acknowledged before any Justice of the Peace in the State of *Connecticut*, or before a Notary Public, or a Judge of the

Common Pleas in any of the United States and to be recorded by the Clerk of the Board of Directors.

John Caldwell, }
 Jn^o Morgan, } Trustees
 Jonathan Brace }

This certificate is transferred to John Kinsman Esq. which is recorded in the Book for recording transfers.

Eph^m Root Clerk.

Be it known that I Joseph Perkins mentioned in the foregoing certificate for value received do hereby assign and transfer to John Kinsman Esq. and to his heirs and assigns all my right and title in and to the trust and benefit of Sixteen thousand twelve hundred thousandths of the Connecticut Western Reserve so called, within mentioned as held and described in the within certificate and the articles of agreement entered into by the Connecticut Land Company. In witness whereof I have herunto set my hand and seal at Norwich this 28th day of January 1796., signed sealed and delivered in presence of

And^w Perkins }
 Henry DWitt } Joseph Perkins, (Seal)

New London County, Ss. Norwich February 29th 1796. Personally appeared Maj^r Josh Perkins signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Jonathan Huntington Just. Peace.

Rec^d May 2^d 1796 and recorded Test. Ep^m Root
 Clerk of the Directors.

This transfer contains the whole of certificate No 54 which is recorded in the book for registering certificates Page and No. 54. Ep^m Root Clerk

DOCUMENT XIII

THE AGREEMENT OF CERTAIN MEMBERS OF THE CONNECTICUT LAND COM- PANY, FORMING THE ERIE COMPANY.

(From the Miscellaneous Manuscripts, Western Reserve
Historical Society.)

Whereas we the Subscribers are severally interested in the tract of Land called the Connecticut Reserve, and whereas a partition of s^d Tract is expected soon to be effected, and being desirous of taking such steps in regard to such partition as shall conduce to the benefit of the concerned, and judging that uniting our interest in one common Stock, and in the partition drawing together as one common stock, will have a tendency to equalize our respective shares, and that it will be best to dispose of part of what may fall to us in the Division before a final devision of what may belong to us individually shall be effected, and that such sale can be better Managed by suitable Agents, than by the concern Individually. We do agree that we will unite our Stock for the above purposes, and that two Persons of our Number shall draw the quantity which may fall to our several Shares together, in one undivided and common Stock, to be and remain in the hands of such persons, to be disposed of, and managed for the best good of the concerned, and the s^d persons so appointed shall be constituted Trustees & Agents for the concerned, to manage and dispose of the Lands agreeably to articles which shall be entered into for said purpose. And we further agree that as soon as such partition shall be effected, it shall be the Duty of the Persons appointed Agents & Trustees, to call a Meeting of the concerned, at which Meeting such regulations shall be

adopted as shall be thought best for the safety and interest of all the Members of the Company.

Uriah Tracy

Joseph Coit

Elisha Tracy

Joseph Perkins for a part

if not the whole of his concern

Danl L Coit

Daniel Lathrop

W^m Hubbard

Jos Howland

Joseph Williams

Joseph Williams for Samuel

Parkman at his request pr

Letters.

Moses Cleaveland for all

that stands in his Name

solely

Chrisⁿ Leffingwell

DOCUMENT XIV

EXTRACTS FROM THE RECORDS OF THE
CONNECTICUT LAND COMPANY.

(Transcripts of the Records of the Connecticut Land
Company, Vol. XVIII, Books 5, and 6.)

Wednesday April 6th 1796. The meeting was opened according to adjournment—Voted that Pierpont Edwards, Enoch Perkins, Uriel Holmes, Sam^l. Hinckley, and Isaac Mills Esquires be appointed a Committee to treat with Jno. Livingston and his associates respecting the Claims of Said Livingston and to attempt a Compromise with Said Livingston upon equitable principles and report to this Meeting for their Consideration,—

Voted—that Gideon Granger, Junr. Josh-Howland, Joseph Perkins, and Robert Brick Esquires be added to the Committe appointed to take into Consideration and make report to this Meeting of a Mode of Making Partition of the Western Reserve.—

Voted that the Meeting be adjourned to Seven Oclock to Morrow Morning—

Thursday April 7th 1796. The Meeting opened according to adjournment.—

Voted—,that Pierpont Edwards, Enoch Perkins, Uriel Holmes, Samuel Hinckley, Isaac Mills, Oliver Phelps Wm Hart, Gideon Granger Jr. Sherman Boardman, Titus Street and Lemuel Storrs Esquires be appointed a Committe to treat with William Hull Esqr. Assignee to John Livingston and Associates on the Subject of a Contract Made by Oliver Phelps, Esqr and others with Said Livingston the 12th day of August 1795 and to Make report to the Meeting for their approbation any Contract or Contracts they may Judge Expedient to enter into with Said Hull.—

Voted that the Meeting be adjourned to 9 O'clock to Morrow Morning.—

Friday April 8th 1796. The Meeting opened according to Adjournment—

Voted—that the Contract reported by the Committee as expedient to be entered into by the Company with W^m Hull assignee of Jno. Livingston and his Associates be approved of and accepted, and that Moses Cleveland Esqr. be and he is hereby fully Authorized and Empowered to execute the Same for and in behalf of the Company,—

Voted—that Eph^m Root. Esqr. Clerk of the directors be appointed to Prepare a Proper deed in trust to be executed by Oliver Phelps, William Hart, Ebnz^r Huntington Samuel Mather Jr. Moses Cleaveland, Elisha Hyde, Gideon Granger Jr. and Mathias Nicoll, to John Caldwell, Jn^o Morgan, and Jon^a Pease Esquires According to the true interest and Meaning of a Contract entered into by Said Company with W^m Hull Assignee of John Livingston and Associates, and to obtain from him the Said Hull his Necessary Covenants to be by him executed according to Said Contract previous to Said deed of Trust.

February 23^d The Meeting opened according to Adjournment

Voted—That the Report of the Committee appointed by the Company at their last Meeting to enquire into the Causes which have occasioned the great Expense to which the Land Company have been Subjected in the Course of the year Past, And Also to enquire into the Causes which prevented the Surveyors And Agents of the Directors from Completing the Survey and Location of the Reserve, be accepted, and the Same registered with the votes and proceedings of this Meeting—And is as follows to wit:—We your Committe appointed to enquire into the Causes which have occasioned the verry great Expense to which the Land Company have been Subjected in the Course of the

year Past, And also to enquire into the Causes which have prevented the Surveyor, and Agents of the Directors from Completing the Survey and Location of the Reserve. Beg leave to Report. That we have critically examined the Subjects of Enquiry Submitted to our Examination and find that Various Expenses have been in the prosecution of the business of the Company incurred which were not foreseen, and which Could not be avoided, that various Causes not to have been foreseen prevented a Complete Survey and Location of the Reserve, Among which ought to be enumerated the — and delay given by the Indians and the Negotiation which General Cleveland had with them. In the Management which your Committe with truth say that they are of opinion he conducted with great prudence and *Address*, And that in the event he made with the Indians a bargain highly advantageous to the Land Company and that he is deserving the thanks of the Company for his essential Service to them.— That it appears to your Committe that the principle Surveyor in a particular Manner has faithfully in all his Conduct regarded the interests of the Company and that the other Surveyors Also appear to have acted with fidelity and industry in their relative departments, That in the opinion of your Committee the Agents and Surveyors have all of them, in all of their conduct Constantly and honestly aimed at the advancement of the interests of the Land Company, and Although the Company have been Subjected to verry great Expense, Your Committe are of opinion that the expense have not been by any of the Agents Concerned in Conducting the business, all which is submitted by Your—

February 23d 1797

Pierpont Edwards
 William Hart
 Caleb Atwater
 Sam^l Hinckley
 Urial Holmes J^r
 W^m Ely

Voted—That report of the Committe appointed by the Company at their last Meeting to examine into the Sales Made by the Directors of the lands belonging to the Connecticut Land Company and into the Conduct of the Directors in the Management of that part of the trust Committed to them by the Constitution of Said Company be accepted, and that the Same be registered with the Notes and Proceedings of this Meeting—

We your Committe appointed to examine into the Sales made by the Directors of the lands belonging to the Connecticut Land Company, and into the Conduct of Directors in the Management of that part of the trust Committed to them by the Constitution of said Company Beg leave to report that they have most Carefully attended to the duty assigned to them, And find the Sales made by the Directors or by their Agents have been very Judiciously and fairly made, and in the opinion of your Committee to the interests of the Land Company That the Directors in the Part of the business Committed to their Care have conducted with great fairness, and is the opinion of your Committe with integrity all which is submitted

Pierpont Edwards
 William Hart
 Caleb Atwater
 Sam^l Hinckley
 Urial Holmes Jr
 W^m Ely

February 23d 1797

Moses Cleveland Esquire one of the Directors of the Connecticut Land Company, and Superintendant Agent for said Company having presented to this meeting a Contract Made by him in behalf of Said Company and Joseph Brant Esqr. in behalf of the Mohawks living on the Grand River in Upper Canada.

Voted that the Company do approve of Said Contract and ratify and Confirm the same, and engage to fulfil and Perform the Same in every part and particular as is therein agreed by their Said Agent.—

Voted. that the Directors be requested to Proceed and Sell to Actual Settlers only a further quantity of the Western Reserve, Reserve Lands, viz:—to the Number of one half of the lots laid out in the City of Cleveland and all the lands remaining unsold in the other five Townships which the Directors are authorized to dispose of by the Constitution of the Company.—

Voted,—That a Sum not exceeding fifteen hundred dollars be appropriated for the purpose of enabling the Directors to Cut open and line out Such Roads the ensuing Season, and to erect and make Such Causeways and Bridges on Said Roads on the Western Territory as they Shall Judge Expedient and for the interest of the Company.

January 30th 1798—The Meeting opened According to adjournment. At this Meeting the following report of a Committee appointed to Enquire into the Expediency of laying out and Cutting roads on the Reserve, was approved of, and Accepted—

To the Gentleman Proprietors of the Connecticut Land Company in Meeting at Hartford—

Your Committee appointed to Enquire into the Expediency of laying out and Cutting roads on the Reserve—REPORT, That in their opinion it will be expedient to lay out and Cut a Road from Pennsylvania to the City of Cleveland the Small Stuff to be cut out twenty five feet wide and the Timber to be girded thirty three feet wide, and Sufficient Bridges thereon, over Such Streams as are Not fordable, And the Said Road begin in Township number 13 in the first range at the Pennsylvania line, and to run Westerly through Townships number 12 in the 2nd range, number 12 in the third range, number 11 in the 4th range to the Indian ford at the bend of the Grand River thence through Township number 11 in the 5th range, number 10 in the Sixth range, number 10 in the Seventh range, number 10 in the 8th range, and the North west part of Number 9 in the 9th range, and to the Chagrin River near where a large Creek Enters it

from the East, and from the Crossing the Chagrin the most direct way to the Middle highway leading from the City of Cleveland to the hundred Acre lots, also a highway to Start from the former in the Townships Number 10 in the 8th range and to pass through Township Number 9 in the 7th range, Number 8 in the 6th range Number 7 in the 6th range, Number 5 in the 5th range Number 4 in the fourth range and then direct to the Salt Spring in Number 3 in the third range, and that the Expense of opening Said Roads may Probably Cost two thousand Six hundred dollars—Submitted with Report

Seth Pease	} Committee
Moses Warren	
Wm Shepard Jr	
Samuel Hinckley	
Joseph Perkins	
David Waterman	

On Reconsideration of the Acceptance of the within and foregoing Report. Voted—that it be Accepted with the following additions viz:—That the particular location of Roads through the Said Township Shall be Ascertained by an Agent or Agents to be appointed by the Directors for that purpose—

January 27th The Meeting opened according to Adjournment, When the following Vote Passed. viz:—Whereas the Directors of the Connecticut Land Company for the purpose of Encouraging Settlement on the Western Reserve and Compensating these persons who first settled in the Territory, for the risk and hardships they encountered Have given to Tabitha Cuma Stiles, wife of Job P. Stiles, one City, one Ten, and one hundred Acre Lot and to Anna Gunn wife of Elija Gunn one hundred Acre Lot, to James King and wife one hundred Acre lot, and to Nathaniel Doan one city Lot, he being obliged to reside thereon as a Black Smith and all in the City and Town of Cleveland—Therefore Voted,—by the Connecticut Land Company that they

do approve and Confirm the aforesaid Grants, and authorize the Directors to Carry the Same into Complete Effect,—

[Monday January 29th]

Voted—That the Directors be Authorized to Make donations of Such part of the lots in the City and Town of Cleveland as they Shall think expedient for the Encouragement of Useful Mechanics who Shall Actually Settle and reside in Said Town.

[Dec. 5, 1798]

Voted—That the Directors be authorized to apply a Sum not exceeding three hundred dollars in Erecting works at the Salt Springs, And in managing the Same in Such way and manner as they may Judge will be most for the interest of the Company.

Voted that the Directors be, and they are hereby authorized to Lease the Salt Springs in the Western Reserve with a Sufficient quantity of Land adjoining as will be necessary to improve the works for making Salt for a term of not exceeding five years.

[Dec. 5, 1798]

Voted—That the Company grant as a Bounty a Sum not exceeding Two hundred dollars, or Loan the Sum Not Exceeding five hundred Dollars without interest untill the first day of April AD 1802, and three years after that time on interest annually at the Election of the Contractor unto any person or persons who Shall Contract with surety to the Satisfaction of the Directors, to erect by the first day of December Next a good Grist Mill in townships Number Nine in the Ninth range on the Western Reserve.

Also a grant or Loan as aforesaid to any person who Shall Contract as aforesaid to erect a Grist Mill of the foregoing description within Said time in Township number Seven in the Seventh range—And the Same Sum by way of grant or Loan as aforesaid to be granted or loaned from the first day of April 1800 untill the first day of April 1803, without interest, and three

years longer on interest afterwards unto any Person or persons who Shall Contract with Surety to the Satisfaction of the Directors to build by the first day of December 1800 a good Grist Mill on the Nearest Suitable Mill Seat to the Corner between Townships number two in the Eighth range and Number three in the Seventh range. And the Same terms to any person who will Contract to build as aforesaid on the Nearest Mill Seat to the Center of townships Number four in the fourth range of Townships provided the Same be within Seven Miles of Said Center, And the Same terms to any person who Shall Contract to build as aforesaid on the Nearest Mill Seat to the Corner between Number Eleven in the Second range and Number two in the third range, and that the directors or Agent be empowered to carry this vote into effect.

Voted—That a tax of Ten dollars be Assessed on Each of the Shares of the Company to be paid to the Clerk of the Directors by the 7th day of January Next.

At a meeting of the Connecticut Land Company held at Hartford by adjournment on the 7th day of October 1800

Henry Champion Esq Chairman,

Voted—That the directors be authorized to adjust the account of the trustees for services rendered the Company.

Voted, That the Trustees and Directors make application to the legislature for a relinquishment of three years interest on the principal sum of the purchase of the Western Reserve (being the time that the title to said Reserve labored under peculiar Embarrassments) in the following manner viz—by relinquishing Two years Interest which had accrued previous to the 2nd day of September 1800 upon condition that the purchasers pay to the Treasurer by the first day of March next one half of the Interest which became due on the 2nd day of Septem 1799—And also by Continuing the principal at three per cent Interest for three years from the 2nd day of Septem 1800—

[April 7, 1801.]

Voted That the Directors be authorized to procure a Road to be cut from Buffalo Creek to Presque Isle and from thence to the East line of the Reserve so as to meet the road already Cut upon the Reserve near the lake and that they procure said road cut Sixteen feet wide and made passable for wagons and to be Completed by the first day of December next

[Dec. 30, 1802.]

Voted, that for the purpose of encouraging the Erection of Iron in the County of Trumbull there be appropriated out of debts due to the Company the sum of 400 Dollars as a premium to the persons who shall within three years from the 1st day of January next first Erect a furnace in said County, and shall within said term of three years manufacture therein ten tons of good hollow and hard ware, and also that the sum of 200 Dollars be appropriated as premium to the person who shall first within said Term of Three years erect an approved forge and within said Term of Three years shall manufacture therein ten tons of good bar iron.

DOCUMENT XV

CORRESPONDENCE BETWEEN THE DIRECTORS OF THE CONNECTICUT LAND COMPANY AND THE COMPANY AGENTS.

- (a) The Instructions to Moses Cleaveland. Miscellaneous Manuscripts.
- (b) Cleaveland's Letter, in Miscellaneous Letters & Papers, No. 64.
- (c) Simon Perkins' Letter. Simon Perkins Papers, Erie Land Company.
- (d) The Turhand Kirtland Letters, Kirtland's Letter Book.
- (e) Instructions to Simon Perkins. Simon Perkins' Papers, Erie Land Company. All these are in the Western Reserve Historical Society.

(a) *Instructions of the Directors to Their Agent*

To Moses Cleaveland Esq^r of the County of Windham & State of Connecticut One of the Directors of the Connecticut Land Company, Greeting:

We the Board of Directors of said Connecticut Land Company having appointed you to go on to said Land as Superintendant over the Agents and Men sent on to survey & make Locations on said Land to make and enter into friendly negotiations with the Natives who are on said Land or contiguous thereto and may have any pretended claim to the same and secure such friendly intercourse amongst them as will establish peace, quiet, & Safety to the Survey & Settlement of said Lands, carefully avoiding any inchroachments on Lands, not ceded by the Natives under the Authority of the United States—You are hereby for the foregoing purposes fully Authorized and Empowered to act &

transact all the above business in as full and ample a manner as We ourselves could do, to make Contracts in the foregoing matters in our behalf & stead and make such drafts on our Treasury as may be necessary to accomplish the foregoing object of your appointment, and all Agents and Men by us employed & sent on to survey and Settle said Land to be obedient to your orders and directions, And you are to be Accountable for all monies by you received conforming your conduct to such orders & directions as we may from time to time give you, and to do & act in all matters according to your best skill & Judgement which may tend to the best Interest prosperity & success of said Connecticut Land Company, having more particularly for your guide the Articles of Association entered into and signed by the Individuals of said Company.

Dated at Hartford	Oliver Phelps	} Directors
this 12th day of	Henry Champion 2 ^d	
May, 1796.	Roger Newberry	
	Samuel Mather Jun ^r	

(b) *Moses Cleaveland's Letter*

Port Independence July 13th 1796.

Sir:

In my last I informed you of our safe arrival here on the 4th of July. Since when Mr. Porter and part of the Surveyors are running the East Line to be prepared to run the South and the Surveyors will soon be employed in running out the Ranges. I have not interfered or medled with the hiring Men or procuring Supplies but I am fearfull some difficulty will take place in supplying so many Men but Mr. Porter says they will all be necessary to accomplish the business.

I informed you applications were frequent for Townships and No is not an answer sufficient And every one comes with a promise from one of the Directors most generally they say Mr. Phelps and sometime others I have concluded to do nothing untill I hear

from you except fullfill some honourary Obligations those not till the out lines of Townships are run. The Capital will be sold in lots to actual Settlers. Two Townships allready sold Mr. Porter has given encouragement to Surveyors & Men of purchasing Lots which may take one Township One Township is under honorary engagement but price and settlement same as what I have suggested in former letters but one Town then remains This perhaps may as well be sold but who to I am much at a loss Twenty applications are now handed in writing &c Elsworth & Bucklin who have a large store at Presque Isle of everything necessary to supply a New Country would if they could git a Town or part of a Town set up a Store on the Land and comply with the settling duties I think such men would be servicable in the buying. The Lands to Surveyors &c in some measure ought to be Judged by the Directors what quantity and proportion and it must be some what discretionary. I am also of Opinion it aught to be on their becoming settlers not to speculate with. I shall in the course of Eight or ten days set out to explore the Country to Cuyahoga. I have all ready about 15 miles and it is good timeber on Bottoms Black Walnut Cherry Tulip & Butternut grape plums & currents rank Nettles & rich weed Upland various kinds of Oak and Walnut Chesnut Ash and hazzel &c &c.

[Copy of Letter to—July 12, 1796.]

[Moses Cleaveland]

(c) *Letter of Simon Perkins.*

Youngstown June 10th 1799

Gentlemen

I have to inform you that I have been here Since Thursday May 23rd and find the prospect of Sale and Settlement of Land in this Country much greater than last Season I have already Sold Lot N^o 26 in Township N^o 2—1st Range for \$2⁵⁰/₁₀₀ pr Acre and a man now at work on it and is to move his family on to it Next fall

100 Acres in Lot N° 2 Town N° 3—2nd Range at \$2.p^r Acre a family now on it. Lot N° 24 N° 2—1 Range the whole for 400 Doll and the Whole of Lot N° 11 Town N° 3—2nd Range at \$2 p^r Acre the two last named Lots to have an improvement this Season and families next Spring have sold in town N° 10—8 Range Lot N° 8 for \$600 and 200 Acres in Lot N° 7 at \$2 p^r Acre and Lot N° 10 at 1.80 Cents p^r Acre and five acres at the Inter Section of the Road in lot N° 2 for \$48.55—And Have Sold in town No 7-6th Range 400 acres at one Dollar p^r acre family to go immediately on and he the purchaser is to have the privilege of 400 Acres more at the Same price if he pleases for two Neighbours of his provided they like it and move immediately onto the Land—which he says will be the case. In all these lots except one I am to receive a payment next fall and on that in may next and but one first payment less than \$100—

Perhaps you may think it a Sacrifice to Sell Land for So Small a price as the Last named but my opinion Respecting it was that it was better to accept an offer of that kind than to Risk a chance of a better as a Settlement cannot be begun at present in that part of the Reserve except by a Cheep Sale or Expense of the proprietor—M^r Loveland has moved on to his Lot and is anxious to know whether the obligation left in your care is paid The Lot Sold to Hillman has no family on it at present but will have Soon. M^r Brown is making improvements on his lot much greater than is required by his article. I have not yet received any Money from M^r Bissel the man to whom he Sold has gone Down to Pennsylvania after Money and when he returns I expect to receive—Hillman's first payment I think there is no Doubt will be paid this Season—There is a Report in Circulation I am told and—has gaind much credit in Washington County Pennsylvania that the Connecticut title for this Land is not good, which has prevented many people from Coming to this Country, if this Should continue to Influence the

minds of the People I fear that the articles of agreement which I have generally given and as those which I now have are printed, will not be satisfactory, without such further addition as to make it a complete warranted Title—I think it would be a great Misfortune to have any preventative to the pleasing prospect of immediate Settlement. All the proprietors now in the Country have resolved to give Contracts for warrantee Deeds and indeed to offer no other—I have found no Difficulty as yet in this respect but do expect it Daily I wish you to write on the Subject as soon as possible, it is a matter of consequence that your pleasure should be known and I hope you will be willing to adopt the resolution of the other proprietors, as those purchasers who expect to make the best payments will be most cautious about the title—I am certainly of the opinion that if there should be no Embarrassment of the kind now mentioned the Settlement of the country will be equal to and beyond any Reasonable calculation, but I think if the proprietors are willing to show their faith in the title by warranting against every thing that it will suffer but a very inconsiderable check—

Messrs Atwater and Holmes had Cut the road which they engaged to Cut. Before I came here—I have not yet Done any Surveying but expect to Survey N^o 7—6th Range very Soon—Gentlemen Your most obedient Humble

Serv^t

Simon Perkins—

Mess^{r s} Cleaveland, Coit & Perkins—

(d) *The Turhand Kirtland Letters.*

Poland 2^d Oct 1808.

Gen^r 1 Henry Champion S^r

Yours of sept 15th is recd I believe representation of M^r Barber to be correct but what measures to adopt to save paying the tax is a question I know not how to answer & how to obtain redress for your lands & my

own & others that are entered Second rate by mistake and the operations of residents being entered with the lister & not arriving soon enough to have the tax bill made out on them for this year as stated in my last letter to you it appears to me the most probable way for the Connecticut Land Co^m & the fire Land to join and appoint an agent & send him to your Legislature as the representatives from this Country will make themselves unpopular to interest themselves in getting the tax on lands curtailed for the Majority of the land is owned by nonresidents & as one half of the tax is paid into the County treasury they consider it favourable to the inhabitants and do not enquire or regard the Justice of the business but you will consult your own Superior Judgment & those interested & take such measures as your wisdom shall dictate if I am Obligated to pay the double tax as made out by the auditor I fear it will be extremely difficult to Obtain the money here you can hardly conceive the Scarcity of it but I shall make every exertion to meet them also to comply with your directions to M^r Crowell and shall depend on being at your house as soon as possible after the first monday of Jaⁿ, which is the day for selling Lands to pay taxes being the 5^{t^h} of Dec I intend to start (Unfinished copy in Letter Book)

Poland 2^d Oct 1808

Col Lemuel Storrs S^r

yours of Sept 12 arrived by yesterday Mail I have rec^d Gen^r Champions refered to in your & have answered it which I presume you have been informed of before this time I depend on saving your Lands from Sacrifice but what way is yet undetermined as no money is in circulation here compared with what was usual I am in hopes if I am drove extremety that I can obtain money from Pittsburgh bank if every other measure fails but this will be Last resort as it might make some expence & will be disagreeable to me I hope your busi-

ness be allow you to Come here I want to have an adjustment with Pelton & I believe it cannot be effected without your presence I have not made any Sales of your land and verry little of any others this season much less Lands are selling any former year I entered your Lands west of Cuyahoga with the auditor & saved by it 25 cts on 100 acres but being double taxed your whose tax stands on the bill at about \$430 I am sⁱ r with sentiments of Esteem your Hu^le S

Turhand Kirtland

Poland 2^d Oct 1808

Honrb^l Benjamin Taelmage Esq^r S^r

I have been in the practice for Several years past to pay taxes for as many people in Connecticut as wished me to do it as it was convenient for me to draw on them there having money always to remit I expected to do the same the same this Season in consequence of that expectation I have agreed to settle taxes for Sundries & the Lands west of Cuyahoga being unexpectedly taxed for two years makes the whole amount that I expected to satisfy about Nine thousand dollars the total Change in business or stoppage Circulation medium renders it absolutely impossible for me to collect the money in season to satisfy the taxes in my line of business & I cannot find a single person that has any money to remit to Connecticut or any to lend if you have any resorces in the hands of your agent here for Sales or any other way to furnish the means of satisfy them it would save me some anxiety to know it as i had undertaken to settle them should feel myself obliged to do it but it may put me to extream difficulty unless some favourable event should take place before De^c I am with sincere Esteem your very Hum^b Svt

Turhand Kirtland

Poland 16th October 1808

Gen^r Henry Champion S^r

Yours of sept 27th is recd and before this I presume you will have rec^d mine of Sept 5 & 19th & Oct^{b^er} 2^d giving an account of your tax &c and the plan suggested of sending an agent to our legislature to obtain releif for the tax of 1807. I think the probability is it might be obtained but I have not had opportunity to Consult with Peas & Edwards on the subject as to having your land west of Cuyahoga Sold for taxes I will your directions but if you not to have them sold an not to have any of the taxes on them paid or to have the tax for 1808 paid & the tax for 1807 not paid I believe I could effect it in this way the tax is so large that i presume no person here except some of the agents will have money Sufficient to pay them & I suppose I could prevail on them not bid on them & in that case they cannot be sold & must be returned unsold for want of bidders. If this plan should mett your approbation & it can be carried into effect it will answer for M^r Root & the rest of the large proprietors if M^r Root comes out here this fall you will make up your minds before he comes as to the other parts of your letter I shall atend to them I propose to go to the lake next week to arrange the Com. business & if M^r Tappan will not do the business I will employ some other person to do it I expect to devote the principal part of my time to prepare for the settlement at Hartford & expect to leave here immediately after the sales are over which will be the 6th of Decb^r you must not calculate on money from here at present as none is in circulation—I am Dear Sⁱ with profounest Esteem
 very Humbl^e S^v t

Turhand Kirtland

Poland 23^d November 1808

Gen^r Henry Champion

when i was at Warren last week with Mr Ephraim Root Judge Peas Mr Edwards Gen^r Perkins

& we held a consultation on the measures most proper to be pursued to obtain relief about our taxes on the lands west of Cuyahoga river we have agreed to send on an agent to our Legislature with a petition stating the situation of those Lands and our Ideas of the injustice of the Measures of the auditor in taxing the paying to have the tax for 1807 relinquished and to have the whole land taxed for 1808 at third rate had we concerted our measures in season I believe we should not have paid any of the tax for 1807 but as the fire land company have paid their taxes for both years & a number of the individuals like wise we could not adopt any system that would appear to be uniform therefore if the money can be obtained I expect we shall endeavor to pay them any relief or how much can be obtained is impossible for me to determine but I am so confident of Success that i am willing to be at my share of the expense—we expect the fire land company will join with us & the expences be defrayed in proportion to interest I shall write Isaac Mills Esqr by this Mail on the subject & wish you to do the same & obtain his engagement to join in the undertaking. Judge Peas is to draw the Petition & shall agree on the person to carry it down when we meet at warren to Settle taxes on the first monday of December we think it would be of assential service to have the letters you hold from Mr Gallatin respecting the survey &c and we wish you to inclose directed to me at Chilicotha & I shall direct the agent to take them out we would also request you to write such remarks & instructions as you shall Jude to be useful and proper on the occasion I am preparing to see you as soo after the taxes are settled as possible—I intend to leave here the 8th of Dec^r I am dear S^r with sentiments of sincere Esteem your Hum^ble S^er

Turhand Kirtland

Henry Champion Esq^r

Poland 30th April 1809

Your favor of the 17th instant from New York is recd as to the principal object of it I am Sirry to

inform that the prospect of collecting is Scarcely Seen to in the Country I expect to receive some from John Youngs notes & Some from Dutton but have noene as yet & I shall be wanting in my endeavours on all the notes in my hands as to the money I advanced for taxes which I had been for several months collecting and as I took notes to Colect for my ballance I did not consider myself equitably holden to pay it untill I could collect the money from them I wrote the person oweing them as soon as I arrived but have not recd a Cent yet & shall think myself well off if I obtain it in season to pay Taxes this year—I rec^d a Letter from the Auditor in answer to mine about your list he said he rec'd yours on the same subject & had wrote you he says it is not in his power to make the alteration we requested he says also he cannot correct the list agreeable to the one last sent unless we can point out what has become of the rest of the land entered in the former list I have been to M^r Clark the Collector an spent considerable time to ascertain how the list was originally made out, but not being able from the drafts to find how you divided with the other proprietors you drew with could not at that time settle the business fully but M^r Clark says that whatever errors I can fully make appear he will rectify at the time of receiving Taxes and carry them forward to the auditor and have them entered which will answer as Tax if your son is coming on as you proposed I will assist him all in my power to correct the list if not I wish you to give all the information you can & I will examine into the business & do me best to have them regulated. M^r David Dilly paid me seven Dollars for you last Week at Cleaveland & says he shall pay his note soon but as it is in your possession if your son is not coming on perhaps you will think best to forward it to me & I shall remit the money as soon as Collected. . . our country is generally healthy this season and provisions are plenty the season has yet been backward we have had a hard frost for three nights past & I fear it will injure our fruit as we have

the most pro[m]jiseing appearance of a bloom through
the whole Country the peach is about half blown
& apples forwardness

My sincere wishes attend yourself and family

Yours

Turhand Kirtland.

20th August 1809 Copy of letter to Henry Champion.
Your of the 6th instant came by yesterdays mail—I
shall endeavor to explain the situation of Gen^r Cleavelands
affairs—last fall when I calculated to go to Connecticut I
left the whole business with Gen^r Perkins to obtain the order
of Court except Trumbull County which was granted. Col
Perkins being sent to Chillicotha the business was neglected
untill I returned as I could not attend the Geauga Court In
March I employed Esq^r Hine to do the business & untill after
the Court at Portage was passed had not any return from him
& it never once came to my mind that part of the land was
in portage but on consulting with Judge Kinsman he chose to
advertise for sale the land situate in Trumbull & Geauga
County in order to enable him to make Collections & let the
land in portage be for an After Sale. I Set out for Portage
Court tomorrow & expect to have the business finished &
the Sale the next term as the Court are agreed fully in the
expediency of the measure. but will not admit of a private
Sale without first advertising. I have some expectations of
receiving some money from the sale made by Paine Cleaveland,
if obtained & Shall Send it on to Mrs Cleaveland if obtained
& Shall have no difficulty in Carrying the Contracts into effect,
when the money is Collected, but we have not yet experienced
any relief as yet in the Circulation of money here it is scarcely
to be obtained on any account. Your Son made me a Short
visit Soon after his arrival & left me for the lake I have
not had the pleasure of seeing him Since I am with Sincere
Esteem your very Hum^b Sv^t

T. Kirtland

*(e) Instructions to Simon Perkins*Hartford Nov^r 21st 1811

Sir

Some of the members of the Company consisting of Roger Newberry, Justin Ely, Elijah White, Jonathan Brace and Enoch Perkins, being far advanced in life, and in some instances wishing to make some family arrangements of their Property; for these and other reasons they have unanimously agreed as follows, viz. "that a partition of all the Lands and other property in the State of Ohio owned by the Members of the Company jointly or in common be made as soon as may be found practicable; and that Jonathan Brace & Enoch Perkins be authorized to concert with Simon Perkins the most eligible mode of making such Partition; and that said Brace & Perkins cause the necessary Surveys and Arrangements to be made for such partition; it being our intention that in making said Partition the share and proportion of each Member of the Company should be located with as little scattering and splitting up as may be found practicable"—

We have already made partition among ourselves of all the Lands in Connecticut and Massachusetts received in exchange for lands in the State of Ohio.—We have been able to do this with very little splitting up of farms.—It was necessary that some property should be made use of for the purpose of equalizing and proportioning shares; we have accordingly, in making our above mentioned partition agreed that those Members of the Company who in said Partition have received more than their share and proportion, should compensate those Members who have received less than their Proportion, by conveying to them Land in Braceville at the price of 3 Dollars and 50 Cents per Acre—to be hereafter designated & located by you according to your best judgment.—On account of this arrangement in regard to our Lands in Braceville and because we suppose that some of the People with whom we have made contracts to convey Lands in Braceville

have not yet selected the whole of their Lands, we think that our Lands in Braceville must remain unpartitioned for the present—With respect to all our other Lands in New-Connecticut we wish to make a Partition of them as speedily as possible.—

Our wishes to have this done speedily are—1st because, on general principles when a thing is to be done the sooner it is done the better—2^d because we have concluded to make no more exchanges until the partition is made; and there will be a degree of suspence in regard to our business until the partition is completed; though we wish you to sell in all Cases where you have opportunity and think it expedient, in the same manner as if no partition were proposed.—After the partition the Members of our Company will wish to continue your agency in regard to our several Lands.—

So far as the Members of our Company own Lands jointly and equally (with the exception of Braceville) we wish you to arrange all our Lands in New-Connecticut into five drafts which in your Judgment shall be equal value; and in arranging these Drafts to have as little splitting up and scattering as may be.—when that is done the Members of our Company will decide by Lots, which draft shall belong to each Member.—We should remark however that the Lands in Newton and Tallmadge will bear splitting up among the Members of our Company better than any other, because the Settlements in those Towns have so far progressed.—With respect to the Lands which the Members of our Company own in unequal proportions we can think of no way but to have these Lands surveyed into suitable Lots, and then each man to draw for his Land.—John H. Buell will agree with us, in drawing for his Land, where he owns in common with us—

For the purpose of facilitating among ourselves some arrangements in regard to the disposition of our Lands we shall wish you to estimate the proportional value of all our Lands taking the price of our latest exchanges as the standard.—Having explained to you

our object and views in regard to a Partition of our Lands, you being better acquainted with them than any other person, can judge better than we can; as to the most eligible mode of carrying our object into effect.—We therefore wish you to write to us as speedily as may be; and communicate to us your Ideas on this Subject, and let us know what further Instructions may be advisable. With respect to the Lands which you as our Agent have contracted to sell and where the title remains in us, our general Idea is, to have these contracts divided according to their value as equally as may be among the Members of our Company, and to have the title to the Lands remain as it is in our Company, and when the payments are completed, you as our Agent, by virtue of Powers already vested in you can Convey to the Purchasers in fullfilment of such contracts.

We wish to have the surveying which may be necessary for the aforementioned object, begun and completed as soon as possible—

To effect a partition of our property is an important object, the thing must be done, and we are satisfied that there is no other man or men so capable of aiding us in this business as yourself—

Your favour of the 29th ult also a subsequent one enclosing your Acct. current are received and we shall soon write you again—

We are very respectfully
Your Humble Serv^{ts}

Jon^a Brace
Enoch Perkins

Simon Perkins Esqr

DOCUMENT XVI

CONTRACTS OF SALE MADE BY THE DIRECTORS AND BY THE AGENTS OF THE CONNECTICUT LAND COMPANY.

(From the Society's certified transcripts of the Records of the Connecticut Land Company, Vol. XVIII, Books 3 and 4.)

We the subscribers Directors of the "Connecticut Land Company" do agree to sell Samuel Huntington Jun Two hundred acres of land in the town and city of Cleveland on the Western Reserve to be surveyed and located by the agent of said Directors residing on said Reserve in such place or places as said Huntington shall point out provided not more than One fourth of said quantity shall be located within the city said Huntington paying for the same at the rate of Two Dollars per acre on or before the first day of June AD 1802 with Interest after the first day of June AD 1801 and upon receiving payment for each hundred acres that he has bought or may buy as hereafter mentioned we agree that he shall receive a Deed of the same from the Trustees of said Company properly executed with warranty, and we do further agree to sell the said Huntington Three hundred acres more in said Town and City to be surveyed and located as above mentioned, in case the said Huntington shall want the same and shall pay or cause to be paid therefor unto said Directors or their said Agent such sum for each hundred acres last mentioned as said Directors may sell any hundred acres located as aforesaid to any other person before the first day of June A D 1802 and in case no such sale shall be made to any other person than said Huntington shall have said three hundred acres at the price of Two Dollars per acre and said Huntington shall receive a Deed of each

hundred acres last mentioned upon payment therefor at the last mentioned rate any time before the first day of June 1803 with Interest after the first of June 1802—In making said locations the land is to be surveyed in such manner as to lay each hundred acres as nearly together in One tract as is convenient considering former sales the Bend of the River and other circumstances.

And it is to be understood that the above articles are not binding unless the said Huntington shall move with his family into said city of Cleveland to reside.

In witness of the above agreement we have hereunto set our hands this first day of May A D 1801.

Samuel Huntington Jun ^r	}	Directors
Moses Cleveland		

Colchester May 6th 1801 I agree to the foregoing with the following Alterations (Viz)

The price per Acre to be two dollars and twenty five cents subject to the Conditions mentioned within.

The one fourth part of each hundred acres which is to lie in the City to be located in One or two lots and in such shape as to preserve the present form of the City The great square of streets lying within the limits of any land s^d Huntington purchases may be occupied and improved by him but the whole of said square and streets or any part thereof are to be opened for public Use or for the use of said Company by said Huntington at any time where thereto required by said Company or their Agent and the said square or streets are not to be calculated as any part of the Land sold to s^d Huntington.

The three fourths parts of each hundred acres to be located without the city shall be in our price and all lands both within and without the City shall be located in such form as not to hurt the sale of other land whether for trade or cultivation.

The Directors Agent on said Reserve is hereby empowered to vary the foregoing location in such manner as s^d Huntington Chooses when the Interest of the s^d Company will not be injured thereby.

Henry Champion—Director.

I also agree to the Foregoing with the alterations as made by Gen^l Champion

Samuel Mather Jun^r.

We agree to the above alterations under Date of May 6ⁿ, 1801

Moses Cleveland

Roger Newberry

I agree to the alterations made by Gen^l Champion to the within described Contract and subscribed to by Genl. Cleveland, and M^r Mather provided the location of the Land be agreeable to me

Samuel Huntington Jr

Canterbury 9th May 1801 Endorsed

Agreement between the Directors of the “Connecticut Land Company” and Samuel Huntington Jun (Lands in Cleveland)

Whereas the Board of Directors of the Connecticut Land Company by the Articles of Association entered into by the Proprietors of said Company at Hartford on the fifth day of September in the year one Thousand Seven Hundred and Ninety five had Liberty and full power to dispose of Six Townships in said Connecticut Reserve to actual settlers And as said Board of Directors did on the twelfth day of May in the year one thousand seven Hundred and Ninety Six fully empower one Moses Cleveland, Esq. of the County of Windham in the State of Connecticut one of the Directors of the said Connecticut Land Company to make contracts, &c &c according to said articles of Association in as full and ample manner as they the said Board of Directors could do.

Now Know Ye that I the said Moses Cleaveland Director as aforesaid & empowered as aforesaid do agree

to sell and have sold unto Seth Pease, Moses Warren, Milton Holley, Amos Spafford, Joseph Tinker, Theod^r Shepard, Rich^d M. Stoddard, Elisha Ayres, Amzi Atwater Sam^l Agnew Shadrach Benham Stephen Benton, David Beard, Amos Barber John Bryant, Michael Coffin, Nath^l Done Sam^l Davenport, Tim^y Dunham Sam^l Forbs Elijah Gunn, Francis Gray, George Goodwin Luke Hanchet, James Hacket, James Hamilton Sam^l Hungerford, Th^os Harris Wm. B. Hall, Jo^s Landon, John Lock, Asa Mason, Ja^s Mackintire, Ezekill Morley Titus V. Monson George Proudfoot, Charles Parker Olney Rice, Warham Shepard Job P. Stiles & Norman Wilcox being the persons employed in surveying and laying out said Western Reserve the present year Township No. eight in the Eleventh Range of Townships in the Western Reserve as surveyed by and under the direction of Augustus Porter Esqr. principal Surveyor for said Connecticut Land Company each one being entitled to one equal portion of said Township to be by them surveyed out, and divided into Forty one equal parts for the consideration hereafter to be mentioned and the following conditions being fully complied with by the said Pease, and Associates as above

That is to say they the said Pease &c are to give one dollard per acre for said Lands be the same more or less unto Oliver Phelps Henry Champion Moses Cleaveland & Samuel Mather Jun Esq^r the Board of Directors for the said Connecticut Land Company or to their successors in said office or to their Agent in the City of Cleveland in New Connecticut.

The aforesaid sum of one Dollar per acre to be paid on the first day of Sept. in the year one thousand Eight Hundred and to be on Interest, from the first day of September in the year one thousand Seven Hundred and Ninety Seven the Interest to be paid annually at the rate of Six per cent per annum

That is to say One Years Interest on the first day of September in the year 1798 One Years Interest. on

the first day of September in the year 1799 and one years Interest on the first day of September in the year 1800. Also they the said Pease & Co. engage and promise to perform the following Services. That is to say that within the summer and fall following the present year to build Eleven good Log or framed Houses, on said Land and to clear up two Acres of Wood Land to each of said resident lots, & to sow them with Wheat, in proper season, and to have residing thereon Eleven families and in the year 1798, in the summer and fall to clear up four acres of Wood Land to each of said resident lots and in proper season to have them sowed with wheat, And in the year 1799 in the summer and fall to clear two acres more of Wood Land to each of those resident lots and in proper season to have them sowed with wheat, and the year 1798 to build Eighteen good Log or framed Houses on Eighteen more lots and to have cleared on said Lots five acres of Wood Land to each of them and in proper season to have them sowed with wheat, and in the year 1799 to each of said Eighteen lots to have cleared three acres more of Wood Land and in proper season to have them sowed with Wheat and in the last mentioned year (viz) in the year 1799 there shall be built twelve more good log or framed Houses on twelve more additional Lots and have cleared up to each of said lots Eight acres of Wood Land and in proper season to have them sowed with wheat making in the whole three Hundred & twenty Eight acres of Land to be cleared and in the summer and fall of the year 1798 there shall be residing on said Lands Eighteen additional families & in the year 1799, there shall be twelve additional families residing on the aforesaid lands, and in the year 1798, there shall be fifty acres of cleared Land properly seeded down to grass for mowing or pastureage and in the year 1799 there shall be Seventy acres of cleared Land in addition to the above seeded down to grass in like manner for mowing in pasturage. And in the year

1800 there shall be actually residing on said Lands Forty one families.

Now if the said Pease & Associates their heirs & assigns do fulfill and perform the above conditions at the term and in manner aforesaid without covin or deceit then the said Cleaveland in behalf of himself impowered as aforesaid and in behalf of said Board of Directors promises and engages to procure from the Trustees of the said Connecticut Land Company, Good and authentic deeds from under the hands and seals of the said Trustees conveying to the said Pease & Co their Heirs and assigns and those who become actual settlers in such parts & proportions as said Pease & Co shall direct and in No not less then to Forty one Distinct persons, which deed from said Trustees shall convey to the said Pease & Co all the right title and interest the Connecticut Land Company have or ever had to the above described lands, And it is further provided that if the said Pease & Co should fail to fulfill and perform the Conditions aforesaid in every particular then the moneys services and duty which now is or shall be paid done or performed shall become forfeited to the benefit of said Company together with the lands.

And it is father to be understood and provided that any one of the aforesaid persons who do in time and manner aforesaid perform their services and duty of settling on said lands fully and completely and make their payments in time and manner aforesaid as agreed then and in that case they the said persons so fullfilling their contracts shall not forfeit their right in said Township by means of the neglect and forfeiture of any other of the said propriators

And it is also provided that the Salt Spring & reservations thereunto annexed according to the Articles of Association as above shall not be conveyed but other lands of equal quality shall be conveyed to them in Lieu thereof and on the same conditions. The foregoing agreement is made as an encouragement to those who have been employed by Augustus Porter Principle

Agent & Joshua Stow, Assisting Agent for the Connecticut Land Company in surveying the lands belonging to said Company the present year, Now it is expressly provided and understood that those who have neglected to fullfill their undertakings with said Agents or have or shall leave the service of said Company before the expiration of their terms and without the consent of said Agents the person so circumstanced is not entitled to the share aforesaid and will not sign this agreement his name being mentioned as aforesaid notwithstanding

Given under our hands and Seals at the City of Cleveland on this Thirtieth day of September in the year one thousand Seven hundred & Ninety Six

Signed Sealed & Delivered

In presence of

Nathan Perry }
Jeffries Marvin }

Moses Cleaveland,
Director.

Whereas the Board of Directors of the Connecticut Land Company by the Articles of Association Entered into at Hartford by the Proprietors of said Company on the fifth day of September in the year of our Lord one thousand seven hundred and ninety five had liberty and full power to dispose of six townships in the Connecticut Western Reserve so called to actual settlers.— And as said Board of Directors did on the thirtieth day of March one thousand seven hundred and ninety seven fully empower me Seth Hart of the County of New Haven and State of Connecticut one of their Agents on said Reserve for the present season to make contracts for the sale of such parts of said six townships as then remained unsold—which contracts should be binding on said Directors as if made by themselves.

Now therefore Know all men by these presents that I Seth Hart Agent as aforesaid and empowered as aforesaid do agree to sell and have sold to Lorenzo

Carter now resident in the Town and City of Cleveland on said Reserve to him his heirs and assigns, one certain lot of Land N^o One hundred and ninety nine in said City—Containing One acre and One hundred and forty four rods of ground, as per the surveyors field notes—butted and bounded East on Water Street west on the Cuyahoga River and intersected by Mandrake Lane The conditions of said sale to be as follows viz said Carter having already built a tenable log house on said lot and cleared and improved part thereof, is to clear the remaining part of said lot in the course of next spring and summer and sow the same to wheat, or cultivate it to some other purpose and have a family residing in said house—and he the said Carter is to pay at the rate of twenty five Dollars per Acres making for said lot the full sum of forty seven Dollars and a half which said Carter is to pay by the first day of September AD One thousand seven hundred and ninety eight unto Oliver Phelps Henry Champion Moses Cleaveland and Samuel Mather Esq^r. the Board of Directors for said Company or their successors in office or to their Agent in the said City of Cleveland with one years interest on the same at the rate of six per cent per annum.

Now if the said Carter his heirs or assigns shall fulfil and perform the foregoing conditions at the time and in manner aforesaid without fraud or deceit then the said Hart in behalf of himself empowered as aforesaid and in behalf of said Board of Directors promises and engages to procure a good and authentic Deed from under the hand and seals of the Trustees of the said Connecticut Land Company conveying to him the said Carter, his heirs or assigns all the right title and interest the Connecticut Land Company have or ever had to the above described premises

And it is further provided that if the said Carter his heirs or assigns shall fail to fulfil and perform the conditions aforesaid in every particular then the duty and services which now is or shall be done or performed

thereon shall become forfeited to the benefit of the Said Connecticut Land Company together with the Land.

And it is further covenanted and agreed between the parties that said Deed shall be procured and deliver^d to the said Carter by the said Hart or some other persons Empowered to act as the Company^s Agent at the said city of Cleveland at the time specified for the above said payment—And if said Deed be not then and there produced by said Agent then said payment may be deferred without any forfeiture on the part of said Carter until such deed shall be ready for him with such Agent at the place aforesaid provided that during the delay of such payment the said sum of forty Seven Dollars and a half shall continue to be On Interest at six pr. cent until paid

Given under our hands and seals at the said City of Cleveland this 12th Day of Oct. in the year of our Lord One thousand seven hundred and ninety seven
Signed sealed and delivered
in presence of

The^o Shepherd
Amzi Atwater

Lorenzo Carter
Seth Hart

DOCUMENTS XVII

THE AGREEMENT OF THE ERIE COMPANY
WITH SIMON PERKINS, AGENT.

(From the Simon Perkins Papers, Western Reserve
Historical Society.)

Norwich April 3, 1799.

Memorandum of an Agreement made and entered into by and between Moses Cleaveland, Daniel L. Coit & Joseph Perkins Agents and Trustees for and in behalf of The Erie Company of the one part, and Simon Perkins of Lisbon in the County of New London of the other part witnesseth: That for the Consideration hereafter mentioned the said Simon Perkins agrees to set out from said Lisbon as soon as conveniently may be, and go onto the Lands owned by the said Company in the Connecticut Reserve, and continue there during the ensuing Summer, and such part of the Autum following as he shall judge advantageous for the Interest of the Company, unless he should be otherwise directed by s^d Agents & Trustees—during which time he the said Perkins is to imploy himself in the service of s^d Company in Selling Surveying laying out and exploring their Lands and such other Business as they may direct to have done by these instructions or by others during his imploy. and to furnish himself with a Horse and the s^d Trustees or Agents agree to allow the said Perkins The Sum of two Dollars p^r Day and his necessary expenses, from the time he leaves said Lisbon to his return to said Town, and will furnish him with Money necessary for his expenses the pay for provisions or men hired, or imployed in the service of said Company, and also agree to confirm all such Contracts or sales of Land, by him made and entered into pursuant to his instructions—And they the said Cleaveland Coit & Perkins Trustees and Agents affore-

said, agree that the Services of s^d Simon Perkins as afforesaid shall be accepted in part payment of a quantity of Lands which the s^d Simon Perkins did agree to purchase of the s^d Agents & Trustees afforesaid the last year, & the s^d Simon Perkins agrees that his wages as afforesaid shall go in part pay for s^d Lands which he so agreed to purchase

Notwithstanding the foregoing, The intention of the parties is that if s^d Perkins shall find it necessary and for his benefit to spend any of his time in transacting Business for himself either in going on, returning from, or while at the Reserve, he shall be at Liberty to do it, but while so engaged and not in the actual Business of the Company wages are to be discontinued

Moses Cleaveland	}	Agents
Dan ^l L Coit		&
Simon Perkins		Trustees

DOCUMENT XVIII

THE QUIETING ACT OF THE UNITED STATES,
APRIL 28, 1800.

Chap. 192. (XXXVIII) An act to authorize the president of the United States to accept, for the United States, a cession of jurisdiction of the territory west of Pennsylvania, commonly called the Western Reserve of Connecticut. Statutes at Large, Vol. II—56.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the president of the United States be, and he hereby is authorized to execute and deliver letters patent in the name and behalf of the United States, to the governor of the state of Connecticut for the time being, for the use and benefit of the persons holding and claiming under the state of Connecticut, their heirs and assigns, forever, whereby all the right, title, interest, and estate, of the United States, to the soil of that tract of land lying west of the west line of Pennsylvania, as claimed by the state of Pennsylvania, and as the same has been actually settled, ascertained, and run, in conformity to an agreement between the said state of Pennsylvania and the state of Virginia, and extending from said line, westward, one hundred and twenty statute miles in length, and in breadth throughout the said limits in length, from the completion of the forty-first degree of north latitude, until it comes to forty-two degrees and two minutes north latitude, including all that territory commonly called the Western Reserve of Connecticut, and which was excepted by said state of Connecticut out of the cession by the said state heretofore made to the United States, and accepted by a resolution of Congress of the fourteenth of September, one thousand seven hundred and

eighty-six, shall be released and conveyed as aforesaid to the said governor of Connecticut, and his successors in said office, forever, for the purpose of quieting the grantees and purchasers under said state of Connecticut, and confirming their titles to the soil of the said tract of land.

Provided, however, That such letters patent shall not be executed and delivered unless the state of Connecticut shall, within eight months from passing this act, by a legislative act, renounce forever, for the use and benefit of the United States, and of the several individual states who may be therein concerned, respectively, and of all those deriving claims or titles from them, or any of them, all territorial and jurisdictional claims whatever, under any grant, charter, or charters whatever, to the soil and jurisdiction of any and all lands whatever, lying westward, northwestward, and southwestward, of those counties in the state of Connecticut, which are bounded westwardly by the eastern line of the State of New York, as ascertained by agreement between Connecticut and New York, in the year one thousand seven hundred and thirty-three, excepting only from such renunciation the claim of said state of Connecticut, and of those claiming from or under the said state, to the soil of said tract of land, herein described under the name of the Western Reserve of Connecticut.

And provided, also, That the said state of Connecticut shall, within the said eight months from and after passing this act, by the agent or agents of said state, duly authorized by the legislature thereof, execute and deliver, to the acceptance of the President of the United States, a deed, expressly releasing to the United States the jurisdictional claim of the said state of Connecticut, to the said tract of land, herein described under the name of the Western Reserve of Connecticut, and shall deposite an exemplification of said act of renunciation, under the seal of the said state of Connecticut, together with said deed, releasing said jurisdiction, in the office of the department of state of the United States; which

deed of cession, when so deposited, shall vest the jurisdiction of said territory in the United States; Provided, That neither this act, nor anything contained therein, shall be construed so as in any manner to draw into question the conclusive settlement of the dispute between Pennsylvania and Connecticut, by the decree of the federal court at Trenton, nor to impair the right of Pennsylvania, or any other state, or of any person or persons claiming under that or any other state, in any existing dispute concerning the right, either of soil or of jurisdiction, with the state of Connecticut, or with any person or persons claiming under the state of Connecticut: And provided, also, That nothing herein contained shall be construed in any manner to pledge the United States for the extinguishment of the Indian title to the said lands, or further than merely to pass the title of the United States thereto.

Approved, April 28, 1800

DOCUMENT XIX

AN ACT RENOUNCING THE CLAIMS OF THIS
STATE TO CERTAIN LANDS THEREIN
MENTIONED.

Whereas the *Congress* of the *United States* at their Session begun and holden in the City of Philadelphia on the first Monday of December in the Year One thousand Seven hundred and ninety nine made and passed an Act in the words following, to wit "An Act to authorize the *President* of the *United States* to accept for the *United States* a Cession of Jurisdiction of the Territory west of *Pensylvania*, commonly called the western Reserve of *Connecticut*"

(Here follows text of act as printed in Document number XVIII, p. 211 of this publication.)

Therefore, in Consideration of the Terms, and in Compliance with the provisions and Conditions of the said Act:

Be it enacted by the Governor and Council, and House of Representatives, in General Court assembled, that the State of Connecticut doth hereby renounce forever, for the Use and benefit of the United States and of the Several individual States who may be therein concerned respectively, and of all those deriving Claims or titles from them or any of them, all Territorial and Jurisdictional Claims whatever under any Grant, Charter or Charters whatever to the Soil and Jurisdiction of any and all Lands whatever, lying westward northward and Southwestward of those Counties in the State of Connecticut which are bounded westwardly by the Eastern line of the State of New York as ascertained by agreement between Connecticut and New York in the Year One thousand Seven hundred & thirty three;

excepting only from this Renunciation the Claim of said State of Connecticut, and of those Claiming from or under the s^d State of Connecticut, to the Soil of s^d Tract of Land in said Act of Congress described under the name of the *Western Reserve of Connecticut*.

And be it further enacted, that the Governor of this State for the time being, be, and hereby is empowered in the Name and behalf of this State, to execute and deliver, to the Acceptance of the President of the United States, a Deed of the form and Tenour, directed by the said Act of Congress expressly releasing to the United States the Jurisdictional Claims of the State of Connecticut to all that Territory called the *Western Reserve of Connecticut*, according to the description thereof in said Act of Congress, and in as full and ample manner as therein is required.

pass^d in the Upper House

Test Samuel Wyllys Secretary

Concurred in the house of Representatives

Test

Titus Hosmer, Clerk

DOCUMENT XX

PROCLAMATION OF PRESIDENT ADAMS ACCEPTING THE POLITICAL RIGHTS OVER WESTERN RESERVE.

(The Western Reserve Historical Society possesses a photographic copy of the Proclamation.)

John Adams,

President of the United States of America,

To all who shall see these presents, Greeting:

Whereas the Congress of the United States at their Session, begun and holden at the City of Philadelphia, in the State of Pennsylvania on monday the second of December, one thousand seven hundred and ninety nine, passed an Act entitled an Act to authorize the President of the United States to accept for the United States a cession of Jurisdiction of the Territory West of Pennsylvania, commonly called the Western reserve of Connecticut, in the words following, to wit: (here follows the Act of April 28th, 1800 printed as on page 211 this sheet) And Whereas the General Assembly of the State of Connecticut at their session holden at Hartford on the second Thursday of May one thousand eight hundred passed the following act, to wit:

At a General Assembly of the State of Connecticut, holden at Hartford, on the second thursday of May AD 1800: An Act renouncing the claims of this State to certain lands therein mentioned:

Whereas the Congress of the United States, at their session, begun and holden in the City of Philadelphia, on the first Monday of December, in the year one thousand seven hundred and ninety nine, made and passed an Act in the words following to wit: An Act to authorize the President of the United States, to accept for the United States a Cession of Jurisdiction

of the Territory, West of Pennsylvania, commonly called the Western Reserve of Connecticut. Be it enacted, by the Senate and House of Representatives of the Unites States of America, in Congress assembled, That the President of the United States be and he is hereby authorized to execute and deliver Letters Patent, in the name and behalf of the United States, to the Governor of the State of Connecticut for the time being, for the use and benefit of the persons holding and claiming under the State of Connecticut, their heirs and assigns forever, whereby all the right, title, interest and estate of the United States, to the soil of that tract of land lying West of the West line of Pennsylvania, as claimed by the State of Pennsylvania, and as the same has been actually settled, ascertained and run in conformity to an agreement between the said State of Pennsylvania and the State of Virginia, and extending from said line Westward one hundred and twenty Statute miles in length, and in breadth throughout the said limits, in length from the completion of the forty first degree of North Latitude until it comes to forty two degrees and two minutes North Latitude, including all that Territory, commonly called the Western Reserve of Connecticut, and which was excepted by said State of Connecticut, out of the cession by the said State heretofore made to the United States, and accepted by a resolution of Congress of the fourteenth of September, one thousand seven hundred and eighty six, shall be released and conveyed as aforesaid to the said Governor of Connecticut and his Successors in said Office, forever, for the purpose of quieting the grantees and purchasers under said State of Connecticut, and confirming their titles, to the Soil of the said tract of land:

Provided However, That such Letters Patent shall not be executed and delivered, unless the State of Connecticut shall, within eight months from passing this Act, by a Legislative Act, renounce forever, for the Use and benefit of the United States, and of the several

individual States who may be therein concerned respectively, and of all those deriving claims or titles from them or any of them, all Territorial & jurisdictional claims whatever, under any grant, charter or charters whatever, to the Soil and jurisdiction of any and all lands whatever lying Westward, NorthWestward and SouthWestward of those Counties in the State of Connecticut, which are bounded Westwardly by the Eastern Line of the State of New York, as ascertained by agreement between Connecticut and New York in the Year one thousand seven hundred and thirty three, excepting only from such renunciation the claim of said State of Connecticut, and of those claiming from or under the said State to the soil of the said tract of land therein described under the name of the Western Reserve of Connecticut: And Provided also, that the said State of Connecticut shall, within the said eight months from and after the passing this act by the Agent or Agents of said State duly authorized by the Legislature thereof, execute and deliver to the acceptance of the President of the United States, a Deed expressly releasing to the United States the jurisdictional claim of the said State of Connecticut, to the said tract of land herein described under the name of the Western Reserve of Connecticut, and shall deposit an exemplification of said Act of renunciation, under the Seal of said State of Connecticut, together with said Deed releasing said jurisdiction, in the Office of the Department of State of the United States, which deed of Cession when so deposited shall Vest the jurisdiction of said Territory in the United States: Provided, that neither this Act nor anything contained therein shall be construed so as in any manner to draw into question, the conclusive Settlement of the dispute between Pennsylvania and Connecticut by the decree of the Federal Court at Trenton, nor to impair the right of Pennsylvania or any other State, or of any person or persons claiming under that or under any other State, in any existing dispute concerning the right, either of Soil or Jurisdiction, with the State

of Connecticut, or with any person or persons claiming under the State of Connecticut: And Provided also, that nothing herein contained shall be construed in any manner to pledge the United States for the extinguishment of the Indian title to the said land, or further than merely to pass the title of the United States thereto: Therefore in consideration of the terms and in compliance, with the provisions, and conditions of the said act:—

Be it enacted by the Governor and Council, and House of Representatives, in General Court Assembled, That the State of Connecticut doth hereby renounce forever, for the use and benefit of the United States, and of the Several individual States who may be therein concerned respectively, and of all those deriving claims or titles from them or any of them, all Territorial and Jurisdictional claims whatever under any grant, Charter or Charters whatever to the Soil and jurisdiction of any and all lands whatever lying Westward, north-Westward and SouthWestward of those Counties, in the state of Connecticut which are bounded Westwardly by the Eastern line of the State of New York, as ascertained by agreement between Connecticut and New York in the year one thousand seven hundred and thirty three; excepting only from this renunciation the claim of said State of Connecticut, and of those claiming from or under the said State of Connecticut, to the soil of said tract of land, in said Act of Congress described under the name of the Western reserve of Connecticut.

And be it further enacted, That the Governor of this State for the time being be, and hereby is empowered in the name and behalf of this State, to execute and deliver to the acceptance of the President of the United States, a deed of the form and tenor, directed by the said Act of Congress, expressly releasing to the United States, the jurisdictional claims of the State of Connecticut to all that Territory called the Western Reserve of Connecticut, according to the description

thereof in said Act of Congress, and in as full and ample a manner as therein is required. And Whereas Jonathan Trumbull Esquire Governor of the State of Connecticut, in conformity to the before recited Acts, on the Thirtieth day of May one thousand eight hundred, did execute & deliver to the President of the United States a deed expressly releasing to the United States, the jurisdictional claim of the State of Connecticut to the tract of land in the aforesaid Act of Congress, described under the name of the Western Reserve of Connecticut, which Deed on the Ninth day of June last passed was accepted by the President of the United States, and thereupon the State of Connecticut on the Ninth day of June one thousand eight hundred, caused an exemplification of the Act of renunciation aforesaid under the Seal of said State, together with the above mentioned deed releasing said jurisdiction to be deposited in the Office of the Department of State of the United States, Whereby the State of Connecticut has complied with the terms and conditions of the said act of Congress.—

Be it therefore known, That in consideration of the Premises, and by Virtue of the Powers vested in the President of the United States by the before recited Act of Congress, and for the purposes therein declared, I John Adams, President of the United States; in the name & behalf of the United States, have released and conveyed, and by these presents do release and convey to Jonathan Trumbull Esquire, Governor of the State of Connecticut, and his Successors in said Office forever, for the use and benefit of the persons holding and claiming under the State of Connecticut, their Heirs and Assigns forever, all the right, title, interest and estate of the United States to the Soil of that tract of land Lying West of the West line of Pennsylvania, as claimed by the State of Pennsylvania, and as the same has been actually settled, ascertained and run in conformity to an agreement between the said State of Pennsylvania and State of Virginia and

extending from said line Westward one hundred and twenty Statute miles in length, and in breadth throughout the said limits in length from the completion of the forty first degree of north Latitude, until it comes to forty two Degrees and two minutes North Latitude, including all the Territory commonly called the Western reserve of Connecticut, and which was accepted by said State of Connecticut out of the Cession by the said State, heretofore made to the United States, and accepted by a resolution of Congress of the fourteenth of September, one thousand seven hundred and eighty six. To have and to Hold all the right, title, interest and estate of the United States, in and to the Soil, of the tract of land before mentioned, and to every part and parcel thereof unto him the said Jonathan Trumbull Esquire, Governor of said State of Connecticut, and his Successors in said Office forever, for the use and benefit of the respective persons, holding and claiming the same under the said State of Connecticut, and their heirs and assigns forever.

In Testimony whereof, I John Adams, President of the United States of America, have caused the Seal of the said United States to be hereunto affixed, and signed the same with my Hand at the City of Washington, this Second day of March, in the Year of our Lord One thousand eight hundred and one, and of the Independence of the said States the Twenty fifth.

John Adams

By the President
[L. S.]

J. Marshall
Acting as Secretary of State.

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